



BHMg Engineers, Inc.

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

Mr. Blake Toliver

October 16, 2025

City of Rochelle, IL

Ref: 2201 – Centerpoint Substation

Dear Mr. Toliver,

The city received competitive bids for constructing the Centerpoint Substation project on October 8, 2025 at 2 p.m. A total of three (3) bids were collected and received on time. A summary of bids is shown below:

Contractor	Bid Price
JF Electric	\$8,061,730.00
Tri-City Electric Co.	\$6,975,780.00
LE Myers	\$8,500,317.00

The bid from Tri-City Electric Co. was the apparent low bid for Specification 2201K003 which did not include any noteworthy clarifications, exceptions, or price escalators. Tri-City Electric Co. does have a good list of reference completed projects. Additionally, the company appears to be in good standing and employs certified and trained craftsmen.

The bids do reflect current market pricing with material and installation pricing. Therefore, BHMg recommends awarding the contract to Tri-City Electric Co. for the Installation Contract, with it being the low bid.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Couch".

Chris Couch
Project Manager

bhmg.com
636.296.8600

Enclosures: Bid Tab, bids



2201 Rochelle - Centerpoint Substation Installation Contract

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BIDDERS / PROPOSALS	JF Electric	LE Myers	Tri-City Electric	HEI Utility Contractors
BID SECURITY	500	500	500	
Furnish the Goods & Special Services for the Equipment Purchase	\$8,061,730.00	\$8,500,317.00	\$6,975,780.00	
PROJECT COMPLETION TIME - PROPOSAL 1	9/4/26	See Schedule	9/4/26	
	☒ Registered Bidder	☒ Registered Bidder	☒ Registered Bidder	☒ Registered Bidder
	☒ Non-Collusion Affidavit	☒ Non-Collusion Affidavit	☒ Non-Collusion Affidavit	☒ Non-Collusion Affidavit
	☒ Bid Bond	☒ Bid Bond	☒ Bid Bond	☒ Bid Bond
	☒ Bid Form	☒ Bid Form	☒ Bid Form	☒ Bid Form
	Any other documents as required by the specification	Any other documents as required by the specification	Any other documents as required by the specification	Any other documents as required by the specification
BHMG ENGINEERS, INC. Consulting Engineers 9735 Landmark Parkway Dr., Suite 110A St. Louis, MO 63127		Rochelle Centerpoint Substation Installation Contract Bids Received 10/08/25, 2:00 p.m.		Bid Opening Witnesses: City: <u>Anyel Woodridge</u> BHMG: <u>Anyel Woodridge</u>



ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION

INSTALLATION CONTRACT

2201 K003

August 29, 2025



ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION INSTALLATION CONTRACT

2201 K003

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

Pre-Bid Conference:
September 11, 2025
11:00 a.m.

Location:
Virtual Teams Meeting

Direct inquiries for clarification to:
Chris Couch
BHMG Engineers, Inc.
Phone: 636-237-7823
E-Mail: ccouch@bhmg.com

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



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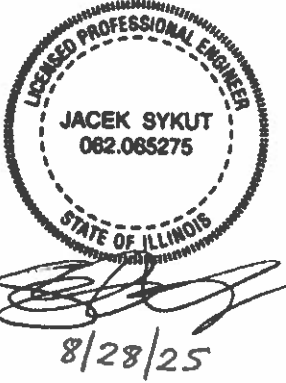
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CONSTRUCTION DRAWINGS & BILL OF MATERIALS

Substation Design Package
Line Design Package

Seals and Signatures

	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. Jacek (Jack) Sykut <u>Jacek Sykut</u> 08/28/25 Signature Date Discipline: Electrical Engineer, Illinois License # 062-065275 License Expires: 11/30/2025
	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. Jacob Beerman <u>Jacob</u> 08/29/25 Signature Date Discipline: Civil Engineer, Illinois License # 062.070821 License Expires: 11/30/2025

INVITATION FOR BIDS

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

**Centerpoint Substation
Installation Contract**

until 2:00 p.m. local time on October 2, 2025, at the City of Rochelle, 420 N. 6th Street, Rochelle, IL 61068.

A pre-bid conference will be held via a virtual meeting at 11:00 a.m. on September 11, 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 BHMGE Engineers, Inc., 9735 Landmark Parkway Suite 110A, St. Louis, Missouri 63127, Consulting Engineers for the said Board. Please email Amy Wooldridge, AWooldridge@bhmg.com with request.

Bids shall be received for the aforementioned items.

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

The bid shall be marked to identify bid package contents, reference specification 2201 K003.

The successful bidder will be required to:

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

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

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

Date: August 29, 2025

City of Rochelle, Illinois
John Bearrows, Mayor

Instructions to Bidders

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

4.01 *Subsurface and Physical Conditions*

A. The Specification identifies:

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

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

4.02 *Subsurface and Physical Conditions*

A. The Specification identifies:

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

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

4.03 *Underground Facilities*

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

4.04 *Hazardous Environmental Condition* *Not Used*

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

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

- 4.06 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.07 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.08 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addendum.
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. *Not used*
 - E. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.01 A pre-bid conference will be held at 11:00 a.m. local time on September 11, 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

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 *Not Used*

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 *Not Used*

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 *Not Used*

13.07 *Not Used*

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

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

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

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

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

15.02 Bids shall be submitted no later than 2:00 p.m. local time, September 23, 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: Centerpoint Substation, 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. 6th Street
Rochelle, IL 61068
2201 K003**

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - SALES AND USE TAXES

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

ARTICLE 23 - PREVAILING WAGES

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

END OF SECTION

Non-Collusion Affidavit

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

STATE OF ILLINOIS

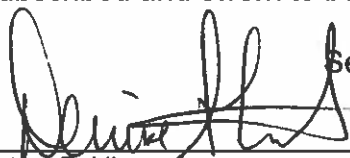
COUNTY OF MADISON

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: 

Title: Executive Vice President

Subscribed and sworn to before me this 6th day of October 2025


Notary Public

Seal of Notary:



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

BID FORM
Table of Articles

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

This Bid is submitted by: J.F. Electric - Darran V. Ayres

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068**

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9/24/2025</u>
<u>2</u>	<u>10/1/2025</u>
<u>3</u>	<u>10/6/2025</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

ADDENDUM NO. 1

FOR

ROCHELLE MUNICIPAL UTILITIES

**CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003**

September 24, 2025

ADD-1

1. The switchgear is expected to be delivered at the end of November 2025. This is pending the OEM schedule.
2. Foundations poured by 3/1/26 is a critical date because Rochelle will be subject to storage fees by the switchgear vendor.
3. Topsoil can be stockpiled on site and used as fill in areas. Soil will not need to be removed from site.
4. Contractor will be fully responsible for the Perimeter Pre-Cast Fence (design and installation). See Section 03550 Precast Wall Systems and drawings in bid package for fence details and suggested manufacturers.
5. Clarification - Contractor to plan for one remobilization to pull the cables to the termination poles when they are delivered. The installation of the termination poles are not part of this contract.
6. Clarification – The switchgear will be completely built out. Power connections, and external connections to external equipment are contractor responsibility. (See preliminary outdoor cable schedule)
7. Per IFB drawing mark up 8-29-25, 4 culverts are required underneath entrance roadway.

UG Line / Feeder Exit Scope:

No impact on quantity/units – drawing callout clarifications only:

1. Sheet 3 of 17 on Feeder Exit Construction Drawings (2201-L-01-3):
 - Conduit and Cable Install Schedule Start and End point 8 to point 9 should read point 9 to point 10 on row 15 of table.
2. Sheet 7 of 17 on Feeder Exit Construction Drawings (2201-L01-7):
 - Span Note labeled "11-12" should read "10-12".
3. Sheet 4B of 17 on Feeder Exit Construction Drawings (2201-L-01-4B):
 - Span Note labeled "4-13" should read "4-14".

Impacts quantities/units:

4. Note – all revisions from IFB package assembly drawings are clouded, updated BOM also included. Summary:
 - Update to assembly UA.2 (spacers, bond wire, concrete blocks)
 - Update to assembly UA.4 (spacers, bond wire, concrete blocks)
 - Update to assembly UA.5 (spacers, bond wire, concrete blocks)
 - Updated BOM PDF
 - Includes spacer quantity correction (item L150)
 - Includes concrete block quantity addition (item K706)
 - Includes bond wire quantity correction (item D119)

END OF ADDENDUM

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

Name



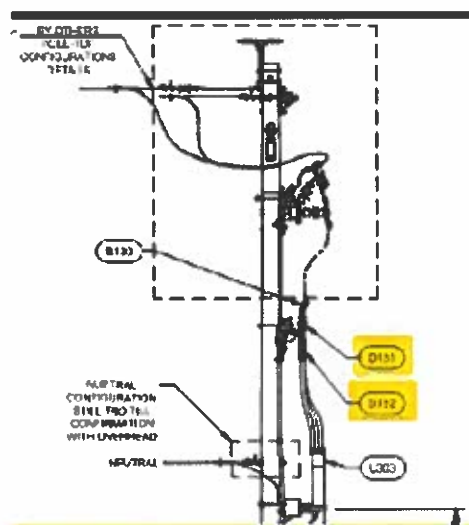
Company J.F. Electric, Inc.

ADDENDUM NO. 2
FOR
ROCHELLE MUNICIPAL UTILITIES
CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

October 1, 2025

ADD-2

1. Termination Poles outside of substation will be installed no earlier than July 2026. However, this is pending the steel vendor's production schedule.
2. Drawing #UC5-1R has been corrected per markup "Addendum #2_UG LineScope_9-29-25.pdf" of former parts D151 and D152 to U503 and S101.



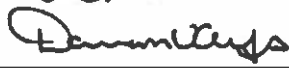
3. Section 16120 – 2.1B spec updated below from 1000V to 600V.

3/C #4 AWG, 600V	160
4/C #8 AWG, 600V	410
4/C #10 AWG, 600V	1850
9/C #10 AWG, 600V	830

4. For Item D150, use Elastimold part number 15PCJ1M2380. This is noted in the BOM in the attached, "Addendum #2_UG LineScope_9-29-25.pdf".
5. BOMs underneath concrete and rock had number updated.
6. Cast in place anchor bolt cages are included with steel structures and will be delivered from steel manufacturer. Transformer and switchgear anchor bolts are to be provided by contractor. Anchor bolts are QTY 4 for transformer (10") and QTY 4 for switchgear (10").
7. The bid due date has changed to Wednesday, 10/8/25 at 2:00 pm.

END OF ADDENDUM

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

Name 

Company J.F. Electric, Inc.

ADDENDUM NO. 3
FOR
ROCHELLE MUNICIPAL UTILITIES
CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

October 6, 2025

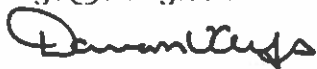
ADD-3

1. Offload of the transformer and switchgear is provided by others and is not the Contractor's responsibility.
2. We defer to the pre-cast contractor / manufacturer's recommendation for the pre-cast fence foundation style and size. This supersedes clarifications provided in the RFI clarifications document dated 10-01-25.

END OF ADDENDUM

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

Name



Company J.F. Electric, Inc.

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

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

- 5.01 Proposal No. 1 – All labor and materials for the installation of required equipment for the distribution substation all as detailed in the specifications and drawings.
- 5.02 The contractor shall be required to furnish all material and labor, use of tools, and use of their equipment as required for the construction of the project, as required to make a complete working system.
- 5.03 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Price: \$7,911,730.00
Allowance: \$150,000
Total Bid Price: \$8,061,730.00

5.04 Allowances

A. General

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

B. Allowances

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

C. Allowance Disbursement

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

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:
 - a. Allowance No. 1 – Include the stipulated sum of **\$150,000.00** for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

6.01 Based on an award date in October 2025, the project shall meet the proposed schedule below:

- Mobilization: Weather Dependent (Contractor can mobilize as soon as they are able)
- Transformer Delivery Date: Currently in storage at Rochelle
- Switchgear Delivery Date: TBD. BHMGM to coordinate with vendor on desired delivery date
- UG Cable: TBD
- Foundations Poured: 3/1/26
- Substantial Completion: 9/4/26

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

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

ARTICLE 8 – NOT USED

ARTICLE 9 – DEFINED TERMS

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



Creating connections. Delivering value.

City of Rochelle, IL
Centerpoint Substation
2201 K003

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 F. List of Proposed Subcontractors:

- Utility Dynamics Corporation
- Keeley Construction

7.01 G. List of Proposed Suppliers:

- Echo Electric
- Champion Precast Inc.

Office Location:
100 Lakefront Pkwy
Edwardsville, IL 62025

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

Main: 618.797.5353
Toll Free: 800.339.8383
Fax: 618.797.5354

jfelectric.com



Creating connections. Delivering value.

City of Rochelle, IL
Centerpoint Substation
2201 K003

CLARIFICATIONS/EXCLUSIONS

1. JF Electric is bidding this project with the intention of working a lineal schedule. Any deviation from this schedule caused by City of Rochelle or extreme circumstances outside of JF Electric's control, will be addressed before resumption of work.
2. Matting is not included in our price currently. If it is determined that matting is needed, it can be added at an additional cost or supplied by others.
3. Pricing is based on subsurface conditions being stable dirt. Any rock, loose soil/gravel, or underground obstructions encountered may result in the need for a change order.
4. All material quotations were based off the quantities listed on the supplied BOM. Any variation between the BOM and the actual quantities needed may result in a change order.
5. It was assumed all contractor-provided materials and equipment can be stored on Rochelle property during the duration of the project.
6. Our bid is based on having unobstructed paths to work areas.
7. Our bid excludes any vegetation clearing.
8. Our bid excludes the haul off of any spoils created from excavations. Spoils will be used for backfilling when possible, and any remaining spoils will be stockpiled onsite.
9. JF Electric provided some proposed redlines to the Standard General Conditions for consideration in the event that we are awarded the project.
10. Our bid excludes the overhead jumpers and phasing at the new terminal poles. It was assumed the new underground cables would be placed in-service by others.
11. Our bid excludes the following:
 - o Procurement, hauling, offloading, setting, and assembly of the switchgear.
 - o Substation design by others
 - o Procurement, hauling, offloading, setting, assembly and oil processing and testing of the transformer
 - o Providing or obtaining any permits
 - o Hauling spoils off site
 - o Any inspection fees
 - o Any specific training outside of JF company training policies

Office Location:
100 Lakefront Pkwy
Edwardsville, IL 62025

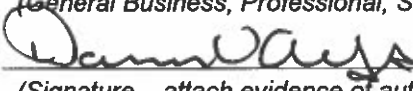
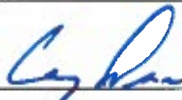
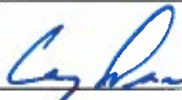
Mailing Address:
P.O. Box 570
Edwardsville, IL 62025

Main: 618.797.5353
Toll Free: 800.339.8383
Fax: 618.797.5354

jfelectric.com

ARTICLE 10 – BID SUBMITTAL

10.01 If this Bid is submitted by a Corporation:

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

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

LLC Name: _____
State in which organized: _____
By: _____
(Signature – attach evidence of authority to sign)
Name: _____
Business Address: _____

Phone: _____
Email: _____

END OF SECTION

SECTION 00420

Qualifications

PART 1 – GENERAL

1.01 SECTION INCLUDES

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

1.02 AWARD OF BID

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

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

- A. Bidder has appointed SCW Registered Agent, Inc., whose address is 903 S. Lindbergh Blvd., Suite 200, 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):

☐ Individual
☐ Partnership
☒ Corporation

☐ Real Estate Agent
☐ Government Entity
☐ Trust or Estate

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

2.05 REFERENCES

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

2.06 SIGNATURES

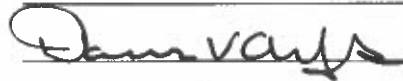
Firm Name:

J.F. Electric, 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: J. F. Electric, Inc.
Address: 100 Lakefront Parkway, PO Box 570
Edwardsville, IL 62025

SURETY

(Name and Address of Principal Place of Business)
Name: Travelers Casualty and Surety Company of America
Address: One Tower Square
Hartford, CT 06183

OWNER

Name: Rochelle Municipal Utilities
420 N. 6th Street
Address: Rochelle, IL, 61068

BID

Bid Due Date: October 2, 2025
Project: Centerpoint Substation, Installation Contract

BOND

Bond Number: Bid Bond
Date: October 2, 2025
(Not later than Bid due date)

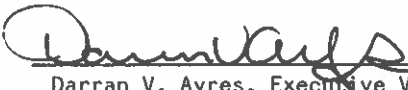
Penal Sum: Five Percent of Amount Bid	\$ 5%/Amount Bid
(Words)	(Figures)

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

BIDDER

(Seal)

J. F. Electric, Inc.
Bidder's Name and Corporate Seal

By: 
Darra V. Ayres, Executive VP
Signature and Title

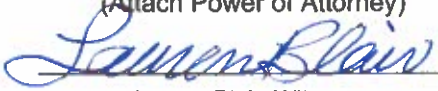
Attest: 
Cory Darr, Executive VP of Finance
Signature and Title

SURETY

(Seal)

Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By: 
DeAnna M. Maurer, Attorney-in-Fact
Signature and Title
(Attach Power of Attorney)

Attest: 
Lauren Blair, Witness
Signature and Title

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

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

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

TRAVELERS

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

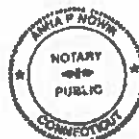
City of Hartford ss.

By: *Robert L. Raney*
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
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 2nd day of October, 2025.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between:

Rochelle Municipal Utilities
420 N. 6th Street, Rochelle, IL 61068

(Owner)

and

(Contractor)

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

ARTICLE 1 - WORK

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

The project consists of the construction of a new distribution 34.5kV to 13.8kV low profile substation.

ARTICLE 2 - THE PROJECT

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

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

ARTICLE 3 – ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

- A. The work will be substantially completed as specified on Bidder's Bid Form, completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

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

ARTICLE 5 - CONTRACT PRICE

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

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

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

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

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and

classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 *Not Used*

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

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

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

OWNER:

CONTRACTOR:

Rochelle Municipal Utilities

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Rochelle Municipal Utilities

420 N. 6th Street

Rochelle, IL 61068

Agent for service or process:

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

Notice to Proceed

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:		Engineer's Project No.:
Contractor:		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

_____	Owner
_____	Given by:
_____	Authorized Signature
_____	Title
_____	Date

Copy to Engineer

PERFORMANCE BOND

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

CONTRACTOR (Name & Address)

SURETY (Name & Address)

BUYER

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

CONTRACT

Date:
Amount:
Description:
(Name & Location)

BOND

Date:
Amount:
Bond Number:
Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR as PRINCIPAL

SURETY

Seller's Name & Seal

Surety's Name & Corporate Seal

By:

By:

Signature & Title

Signature & Title
(Attach Power of Attorney)

Attest:

Attest:

Signature & Title

Signature & Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 Owner has agreed to pay the Balance of the Contract Price to:
 - A. Surety in accordance with the terms of the Contract;
 - B. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - A. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - B. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
 8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted 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.
 12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

PAYMENT BOND

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

CONTRACTOR (Name & Address)

SURETY (Name & Address)

BUYER

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

CONTRACT

Date:
Amount:
Description: **Centerpoint Substation, Installation Contract**

BOND

Date:
Amount:
Bond Number:
Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR as PRINCIPAL

SURETY

(Seller's Name & Seal)

(Surety's Name & Corporate Seal)

Name:

Name:

(Signature & Title)

(Signature & Title)

(Attach Power of Attorney)

Attest:

Attest:

(Signature & Title)

(Signature & Title)

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:
 - A. 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
 - B. 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
 - C. 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)

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

Change Order Summary

1. ORIGINAL CONTRACT PRICE	\$
2. Net change by Change Orders	\$
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$
5. RETAINAGE:	
a. _____ % x \$ _____ Work Completed	\$
b. _____ % x \$ _____ Stored Material	\$
c. Total Retainage (Line 5a + Line 5b)	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$
8. AMOUNT DUE THIS APPLICATION	\$
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$

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.

Bv: _____ Date: _____

Application for Payment

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

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

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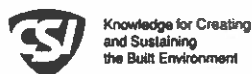
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. 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:

a. 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.

1. 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.

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

3. 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

1. 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.

2. 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 Supplier or other individual or entity performing 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 adaptation 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

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.

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 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.

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 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 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 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 (subject to any customary exclusion regarding 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, 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;

5. 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);

6. 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

7. 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:

1. 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;

2. 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;

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

4. 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;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. 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.

B. 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.

C. 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.

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

A. 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 Docu-

ments. 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.

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.

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 thereto.

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, appearance, strength, and design characteristics;

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 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 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

directly

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 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 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.

B. Contractor's warranty 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.

C. 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 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 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, reports, surveys, Change Orders, designs, or Specifications; or

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 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.

ARTICLE 7 - OTHER WORK AT THE SITE

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.

C. 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 ~~as a result of Contractor's action or inactions.~~

directly and
solely
resulting
from

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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, if 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 petty cash 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, expeditors, 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 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 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 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.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation 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.

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.

1. 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.

2. 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.

3. 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.

4. 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 docu-

mentation, 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:

1. 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

2. 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 adjust-

ment 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.

15.02 *Owner May Terminate for Cause*

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

15.03 *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.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *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

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*

A. 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*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

To EJCDC - C700
Standard General Conditions of the
Construction Contract (2002) and Other Provisions

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to 6 printed or hard copies of the Drawings and specifications. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or 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 on certificates of insurance.

SC-5.03 Add the following new paragraph immediately after Paragraph 5.03.B:

- B. 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 | \$1,500,000 |
| b. | Products
Completed Operations Aggregate | \$1,500,000 |
| 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 | \$5,000,000.00 |
| | 2) Each Occurrence | \$5,000,000.00 |
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: | |
| | Limit of | \$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-6.08 Add a new paragraph immediately after 6.08A:

- B. Owner shall provide the City of Rochelle building permits, State of Illinois Environmental Protection Agency Construction Permit. Contractor shall obtain and pay for all other applicable permits and licenses.

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 on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or 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 Commission.

1.03 Liquidated Damages

- A. It is hereby fully understood and agreed that time is of the essence in the performance of this contract. For each and every calendar day that elapses after the Contract Completion Date and before the date on which the work covered by such Contract is actually completed, the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, the sum of ~~One Thousand dollars (\$1,000.00)~~. The total amount so payable by the Contractor as liquidated

Five Hundred dollars
(\$500.00)

damages, either may be deducted from any moneys due or payable to the Contractor by the Owner or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety, or either of them, to compensate, at least in part, the Owner for (1) the administration of the work covered by such contract and any other contract or contracts beyond the Contract Completion Date, including the additional expense to the Owner for supervision, inspection, and superintendence; (2) expenditures resulting from the inability of the Owner (and the general public) to use the improvement being constructed from and after the Contract Completion Date until the actual date of completion; (3) other miscellaneous obligations and expenditures incurred by the Owner directly as a result of the failure to complete the Work covered by such contract on or before the Contract Completion Date; but, said liquidated damages shall not include the cost of litigation that may result from action taken by the Owner against the Contractor.

BID BOND

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

BIDDER

Name: Tri-City Electric Company of Iowa
Address: 6225 N. Brady Street, Davenport, IA 52806

SURETY

(Name and Address of Principal Place of Business)

Name: Western Surety Company
Address: 151 N. Franklin Street, Chicago IL 60606

OWNER

Name: Rochelle Municipal Utilities
420 N. 6th Street
Address: Rochelle, IL 61068

BID

Bid Due Date: October 2, 2025
Project: Centerpoint Substation, Installation Contract

BOND

Bond Number: N/A

Date: October 2, 2025
(Not later than Bid due date)

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

Tri-City Electric Company of Iowa (Seal)

Bidder's Name and Corporate Seal

By:



Signature and Title

Brandon Richman, Secretary/CFO

Attest:



Signature and Title

Nadine Fellers
Bid Coordinator

SURETY

Western Surety Company (Seal)

Surety's Name and Corporate Seal

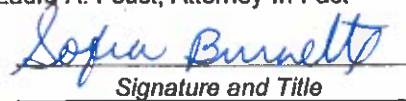
By:



Signature and Title

(Attach Power of Attorney)
Laura A. Foust, Attorney-In-Fact

Attest:



Signature and Title

Sofia Burnette
Bond Account Manager

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

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

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 17th day of October, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of October, 2025



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to www.coasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

BID FORM

Table of Articles

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

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068**

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9/24/2025</u>
<u>2</u>	<u>10/2/2025</u>
<u>3</u>	<u>10/6/2025</u>

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

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

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which

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

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

- 5.01 Proposal No. 1 – All labor and materials for the installation of required equipment for the distribution substation all as detailed in the specifications and drawings.
- 5.02 The contractor shall be required to furnish all material and labor, use of tools, and use of their equipment as required for the construction of the project, as required to make a complete working system.
- 5.03 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Price: \$ 6,825,780
Allowance: \$150,000
Total Bid Price: \$ 6,975,780

5.04 Allowances

A. General

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

B. Allowances

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

C. Allowance Disbursement

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

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:
 - a. Allowance No. 1 – Include the stipulated sum of **\$150,000.00** for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

6.01 Based on an award date in October 2025, the project shall meet the proposed schedule below:

- Mobilization: Weather Dependent (Contractor can mobilize as soon as they are able)
- Transformer Delivery Date: Currently in storage at Rochelle
- Switchgear Delivery Date: TBD. BHMG to coordinate with vendor on desired delivery date
- UG Cable: TBD
- Foundations Poured: 3/1/26
- Substantial Completion: 9/4/26

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

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

ARTICLE 8 – NOT USED

ARTICLE 9 – DEFINED TERMS

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

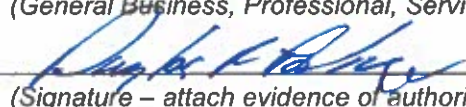
ARTICLE 10 – BID SUBMITTAL

10.01 If this Bid is submitted by a Corporation:

Corporation Name: Tri-City Electric Company of Iowa

State of Incorporation: Iowa - C 087124

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

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

Name: Douglas F. Palmer

Title: President
(Corporate Seal)

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

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

Phone: 563-322-7181

Email Address: bid@tricityelectric.com

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

LLC Name: _____

State in which organized: _____

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

Name: _____

Business Address: _____

Phone: _____

Email: _____

END OF SECTION



To all to whom these Presents Shall Come, Greeting:

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

TRI-CITY ELECTRIC COMPANY OF IOWA, INCORPORATED IN IOWA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MAY 31, 1995, ADOPTED THE ASSUMED NAME CONTROL APPLICATION & MAINTENANCE, INCORPORATED ON JULY 17, 2017, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of JULY A.D. 2025 .



Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED.®

Electrical Construction
Residential Services
Renewable Energy
Power Testing Solutions
Engineering & Integration
Electrical Services
Structured Cabling
Security Solutions
Telecommunications
Audio/Visual
Drone Services
IT Solutions

6225 N. Brady Street
Davenport, IA 52806
telephone 563.322.7181
fax 563.322.1643
www.tricityelectric.com

October 2, 2025

To whom it may concern,

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

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

Sincerely,

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

Non-Collusion Affidavit

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

STATE OF Iowa

COUNTY OF Scott

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

Signed: 

Title: Secretary & C.F.O.

Subscribed and sworn to before me this 2nd day of October 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.

SECTION 00420

Qualifications

PART 1 – GENERAL

1.01 SECTION INCLUDES

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

1.02 AWARD OF BID

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

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

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

2.02 PRE-QUALIFICATION

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

2.03 BIDDER'S QUALIFICATIONS

- A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.
- B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers. - Confirmed-
- 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. - Confirmed-
- 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. - Confirmed-

2.04 CERTIFICATIONS

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

☐ Individual	☐ Real Estate Agent
☐ Partnership	☐ Government Entity
☒ Corporation	☐ Trust or Estate

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

2.05 REFERENCES

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

2.06 SIGNATURES

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



Tri-City Electric Co.
Since 1895

Project Experience

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

Facebook – PCI 1&2 – Altoona, IA

The project consisted of installing the facilities medium voltage infrastructure and distribution systems from 161,000 volts primary voltage to a 34,500-volt secondary system for their new Data Center. The site included concrete duct banks for control and power conduits. Project consisted of TCE to general all subcontractors affiliated with the work in the substation, this included Tri-City Ironworks, Tri-City Power Testing, concrete work, excavation work, deep pier foundations and several other key contractors. The scope of work included the installation of two (2) MOAB switches with steel structures, two (2) SF6 main breakers, two (2) 50meg transformers, and two (2) MSG Buildings. The Siemens gear that was provided in the MSG buildings had Pfister terminations which our Power Testing group completed.

Avenue A Rock Falls Substation – Rock Falls, IL

The project consisted of updating the facilities medium voltage infrastructure and distribution systems from 35,400-volt primary and 12,470-volt primary. Tri-City Electric Co. acted as the General Contractor on this project which included concrete, overhead line work, fuel tank installation and a fence installation. Tri-City Power Testing performed all the 3M terminations that included a twenty (20) year warranty along with all the testing when the project was complete. Tri-City Ironworks provided demo of the old steel structures, removed the old MSU Building and old transformers. Once completed a new transformer was installed. Tri-City Electric Co. worked closely with the city to work around different outages the city had already scheduled.

Tipton Municipal, Generation Plant – Tipton, IA

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



Tri-City Electric Co.
Since 1895

Project Experience - continued

Roquette America, Grain Processing – Keokuk, IA

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

TransCanada, Natural Gas Pipeline

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

City of Tipton – Tipton, IA

Rebuild the existing substation from 34.5 kV to 69 kV.

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

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

MidAmerican Energy – Colona Road Substation – Colona, IL

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

MidAmerican Energy – 3M Substation – Cordova, IL

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

Project Experience - continued



Tri-City Electric Co.
Since 1895

MidAmerican Energy – Bettendorf Substation 71 – Bettendorf, IA

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

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

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



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

October 8, 2025

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

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

Sincerely,

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



3333 Finley Rd., Suite 200, Downers Grove, IL 60515

Cynthia Fry

Underwriting Consulting Director

Telephone: 630-719-6343

Email: Cynthia.Fry@cnaSurety.com

RE: Tri-City Electric - Davenport, IA

To Whom It May Concern:

We are writing to you at the request of Tri-City Electric.

Tri-City Electric has been a valued client of Western Surety Company since 2020. We have approved bonds for them covering jobs up to \$250 million and potential work programs of \$500 million. We continue to be confident in Tri-City Electric's ability to perform and we recommend them for your favorable consideration.

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

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

Best regards,

A handwritten signature in black ink that reads "Cynthia Fry".



www.qcbt.com

People you can bank on.®

To Whom It May Concern:

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

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

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

Sincerely,

Michael Weipert

Michael Weipert
Vice President
Commercial Banking

Member FDIC

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

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

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

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

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

Company History and Profile

Tri-City Electric Co. was established in 1895 as an electrical contractor and supplier. Today ranked 24th among the top electrical contractors¹ in the country, as well as a top-rated specialty contractor. Among areas of expertise, Tri-City Electric Co. provides 24-hour services in commercial and industrial electrical construction, renewable energy, power testing and preventative maintenance, engineering & integration, low voltage structured cabling, security cameras & access control, audio/visual, business telecommunications, electrical & residential services, IT solutions, drone services, millwright, ironworks, fire protection and automated solutions.

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

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

Throughout history, Tri-City Electric Co. has served customers in forty-six (46) states, two (2) US Territories and six (6) Countries. To best serve clients, Tri-City Electric Co. is headquartered in Davenport, IA, along with an office in Des Moines, IA. On average, Tri-City Electric Co. consists of over 1,900 management staff and field personnel.

Tri-City and its Affiliates annual sales volume is at approximately \$441 million and have performed over \$1.8 billion in construction in the last five years. These projects have been for some of the most visible and complex industrial, healthcare, and institutional clients. The depth of our experience results in the greatest value for our customers through quality of services, cost control, project management and customer satisfaction.

¹ As reported by EC&M, The Top 50 Electrical Contractors, September 2024.



The logo for EC&M, featuring the letters 'EC&M' in a bold, teal-colored font. The ampersand is stylized. A small registered trademark symbol (®) is located to the right of the 'M'.

Tri-City Electric Co. is ranked 24th among the top 50 electrical contractors in the country. The rating was received after evaluation of a self-reported survey based on total construction revenue and new contract revenue.

As reported by EC&M, The Top 50 Electrical Contractors, September 2024

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Tri-City Electric Co.
Since 1895

Company Services

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

Electrical Construction:

Substations, Transformers
& Switchgear

Equipment Relocation

Building Lighting

Power Distribution

Grounding Systems

Instrumentation

Motor Controls

Emergency Systems
(UPS, Generators)

Hazardous (Classified)

Locations, Classes I,
II, III, Divisions 1, 2

Intrinsically Safe Systems

Spray Application,
Dipping & Coating
Processes

Caustic Areas

Lightning Protection

Heat Trace

Energy Management

Security Systems

Life Safety Systems

Intercom Systems

Lighting Retrofits

(5) LEED Accredited
Professionals

Power Testing Solutions:

Infrared Scanning

Ultrasonic Testing

Harmonics Testing

Power Quality Analysis

Transformer Testing

Switchgear Testing

Rental, New & Rebuilt
Switchgear

Acceptance Testing

Site Surveys

Power System Analysis

Power Factor Correction

Power Quality Solutions

One-Line Diagram Updates

Service on all OEM

Equipment

Renewal Parts

Exchange Programs

Engineering & Integration:

Industrial Power

Distribution Engineering

Arc Flash Calculation

& Labeling

Control Systems

Automation Systems

Computer Aided Design

System Integration

SCADA & HMI

Programming &

Configuration

Variable Speed Drive

Programming &

Configuration

Custom Panel Design &
Fabrication

Operator & Maintenance
Training

Start Up Services

Electrical Services:

24-Hour Emergency

Response

Adds, Moves and Changes
to Electrical Systems

AutoCAD Documentation

Energy Management
Systems

Green Initiatives

Interior & Exterior

Lighting Systems

LED (Light Emitting Diode)

Light Conversions

Life Safety Systems

Maintenance & Repair

Parking Lot Light LED

Conversions

Parking Lot Monthly

Maintenance

Photo-eye and Time Clock

Programming

Residential/Commercial

Power Generators

Safety

Scheduling

Surveys & Inspections

Troubleshooting

Underground Locates

UPS Systems

Value Engineering

VFD (Variable Frequency
Drives)

Installation & Programming

Wireless Switches



Throughout our history, Tri-City Electric Co. has served customers in forty-six (46) States, two (2) US Territories and six (6) Countries.

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Tri-City Electric Co.
Since 1895

Company Services

Continued

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

Renewable Energy:

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

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

Structured Cabling:

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

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

Security Solutions:

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

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Company Services

Continued

Telecommunications:

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

Audio/Visual:

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

Drone Services:

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

Information Technology:

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

Emergency Services:

24-Hour Dispatched
Technicians for all
divisions



Tri-City Electric Co.
Since 1895

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Company Services

Continued

Paramount Millwright Services:

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

Tri-City Fire Protection:

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

Tri-City Ironworks:

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

Tri-City Automated Solutions:

Overhead Crane & Hoists
- Overhead Bridge Cranes & Runways
- Light Duty Freestanding Enclosed Track Systems
- Jib Cranes & Gantry Cranes
- Hoists – (Electric Chain, Wire Rope, Manual & Air Chain Hoists)
- Crane Controls & Modernization Products
Ergonomic Solutions & Material Handling
- Manipulators & Grippers
- Conveyors & Warehouse Logistical Solutions
- Mezzanines & Custom Work Platforms
- AGV's (Automated Ground Vehicle)
- Mechanical Lift Devices
Robotics & Automation
- Robotic Palletizing Systems
- Process Control & Process Automation
- Integration Support Solutions
- Industrial Robots & Cobot Solutions
- Machine Tending Robot & Cobot Cells



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ADDENDUM NO. 1

FOR

ROCHELLE MUNICIPAL UTILITIES

**CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003**

September 24, 2025

ADD-1

1. The switchgear is expected to be delivered at the end of November 2025. This is pending the OEM schedule.
2. Foundations poured by 3/1/26 is a critical date because Rochelle will be subject to storage fees by the switchgear vendor.
3. Topsoil can be stockpiled on site and used as fill in areas. Soil will not need to be removed from site.
4. Contractor will be fully responsible for the Perimeter Pre-Cast Fence (design and installation). See Section 03550 Precast Wall Systems and drawings in bid package for fence details and suggested manufacturers.
5. Clarification - Contractor to plan for one remobilization to pull the cables to the termination poles when they are delivered. The installation of the termination poles are not part of this contract.
6. Clarification – The switchgear will be completely built out. Power connections, and external connections to external equipment are contractor responsibility. (See preliminary outdoor cable schedule)
7. Per IFB drawing mark up 8-29-25, 4 culverts are required underneath entrance roadway.

UG Line / Feeder Exit Scope:

No impact on quantity/units – drawing callout clarifications only:

1. Sheet 3 of 17 on Feeder Exit Construction Drawings (2201-L-01-3):
 - Conduit and Cable Install Schedule Start and End point 8 to point 9 should read point 9 to point 10 on row 15 of table.
2. Sheet 7 of 17 on Feeder Exit Construction Drawings (2201-L01-7):
 - Span Note labeled "11-12" should read "10-12".
3. Sheet 4B of 17 on Feeder Exit Construction Drawings (2201-L-01-4B):
 - Span Note labeled "4-13" should read "4-14".

Impacts quantities/units:

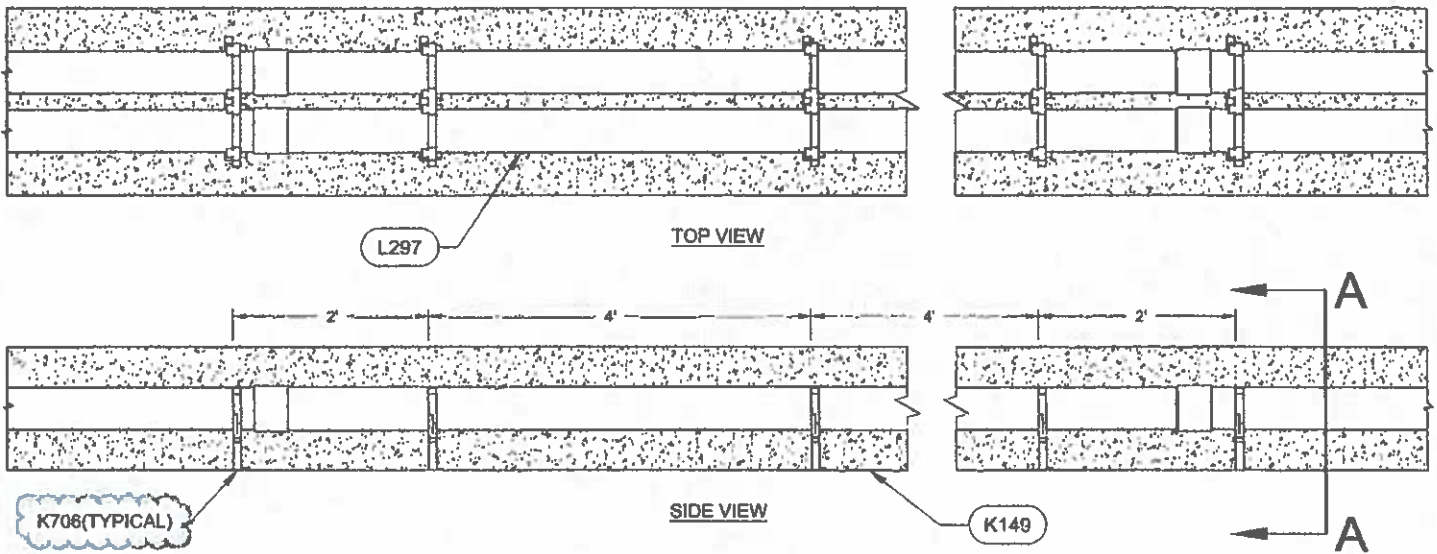
4. Note – all revisions from IFB package assembly drawings are clouded, updated BOM also included. Summary:
 - Update to assembly UA.2 (spacers, bond wire, concrete blocks)
 - Update to assembly UA.4 (spacers, bond wire, concrete blocks)
 - Update to assembly UA.5 (spacers, bond wire, concrete blocks)
 - Updated BOM PDF
 - Includes spacer quantity correction (item L150)
 - Includes concrete block quantity addition (item K706)
 - Includes bond wire quantity correction (item D119)

END OF ADDENDUM

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

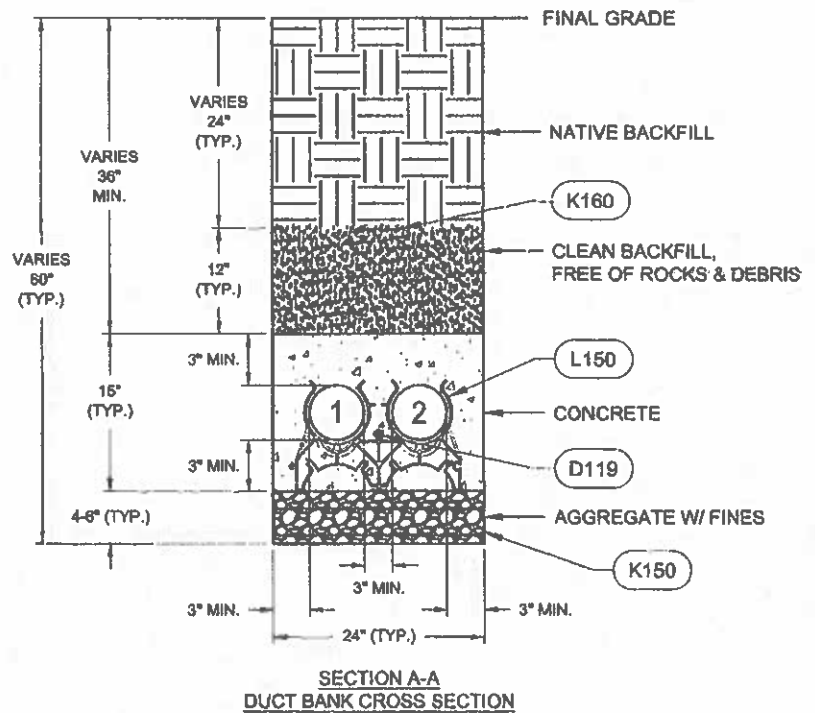
Name

Company



NOTES:

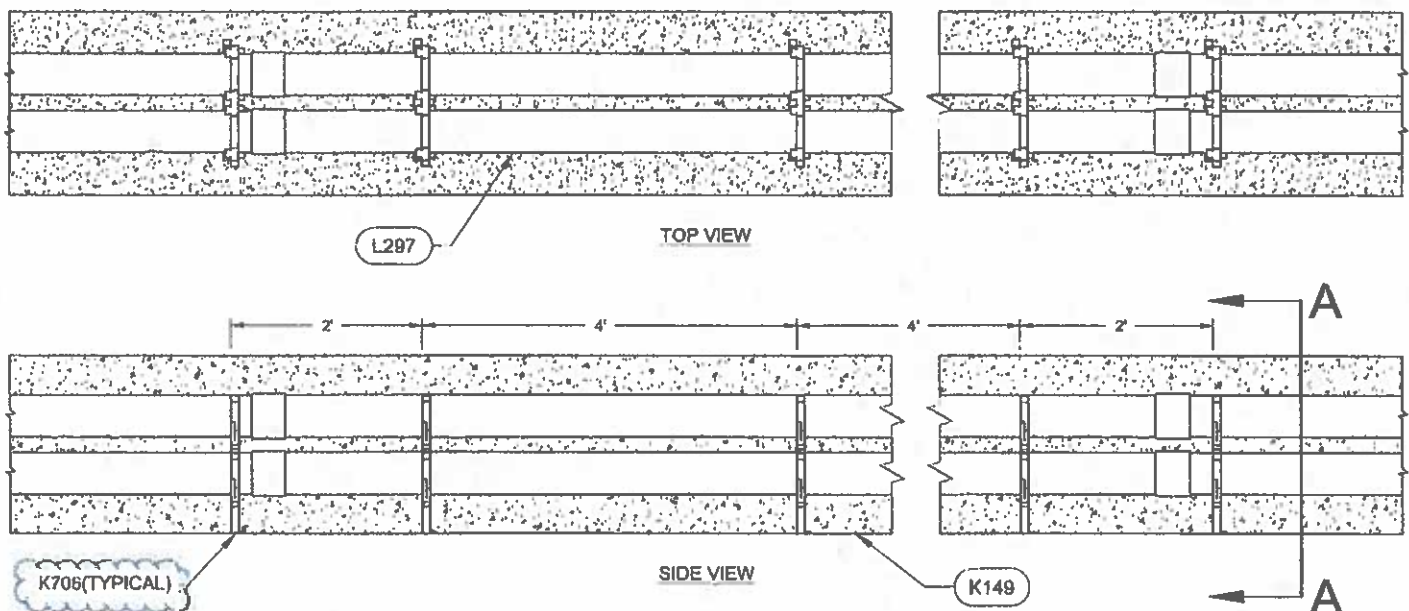
1. MINIMUM BURIAL DEPTH OF THE DUCT BANK ENCASEMENT SHALL BE 36 INCHES, AS MEASURED FROM THE TOP OF THE DUCT BANK ENCASEMENT TO THE EXISTING OR FINAL GRADE. 60 INCHES MINIMUM DEPTH WHERE OVERLAPPING WITH SUBSTATION GROUND GRID.
2. THE BOTTOM OF THE EXCAVATION SHALL CONSIST OF FIRM, WELL-COMPACTED, UNDISTURBED EARTH OR BACKFILL.
3. ALL BACKFILL MATERIAL SHOULD BE ADEQUATELY COMPACTED TO LIMIT SETTLING UNDER THE FINAL GRADE.
4. A MINIMUM OF 3" SPACING SHALL BE MAINTAINED BETWEEN EACH CONDUIT IN ALL DIRECTIONS, AS WELL AS BETWEEN CONDUITS AND THE WALLS OF THE EXCAVATION.
5. A BARE COPPER CONDUCTOR (BOND WIRE) SHALL BE INSTALLED IN THE ENCASEMENT ALONG ITS LENGTH FOR PURPOSES OF ESTABLISHING A CONTINUOUS GROUND REFERENCE. IT SHALL BE LOCATED CENTERED TOWARDS THE BOTTOM OF THE DUCT BANK, SUCH THAT THE ENCASEMENT WILL COMPLETELY ENCAPSULATE IT. THE BOND WIRE SHALL TIE TO GROUNDING SYSTEMS AT EACH END OF THE DUCT BANK.
6. SPACERS SHOULD BE INSTALLED EVERY 4' FOR STRAIGHT RUNS. MAINTAIN A MINIMUM OF 2" DISTANCE BETWEEN SPACERS AT CONDUIT JOINTS.
7. INSTALL BLOCKS UNDERNEATH SPACERS AT EACH SPACER LOCATION.



BILL OF MATERIALS

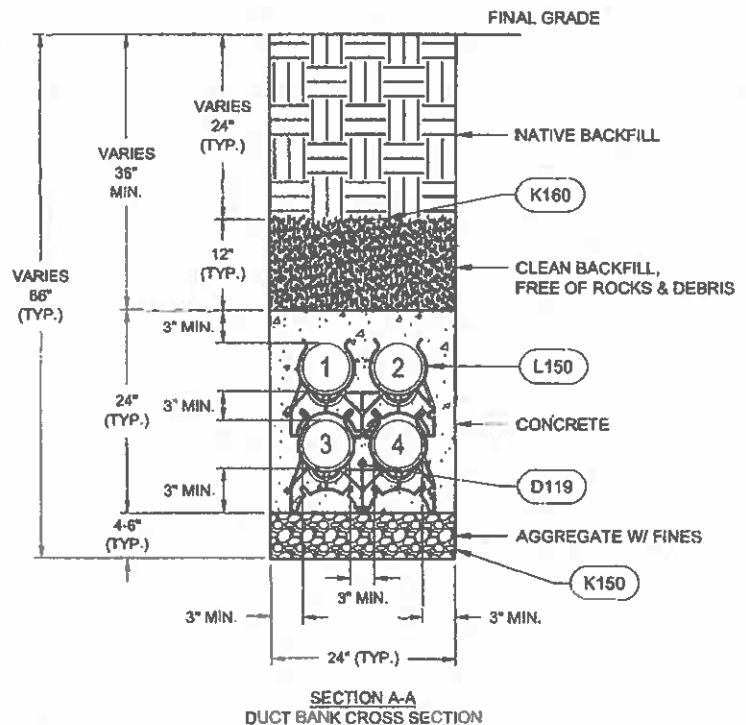
QTY	BHMG ITEM #	ITEM DESCRIPTION	MANUFACTURER	MANUFACTURER PART #
20 FT	D119	4/0 AWG COPPER, BARE, SOFT DRAWN, 7 STR	-	-
AS REQ'D	K149	CONCRETE, 2500PSI MIN. NOM. COMPRESSIVE STRENGTH, 7-8" SLUMP, 3/8" MAXIMUM AGGREGATE SIZE	-	-
AS REQ'D	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-
5	K706	CEMENT BLOCK - PATIO 2" X 8" X 16"	-	-
20 FT	K160	SCOTCH® DETACHABLE BURIED BARRICADE TAPE 408, "CAUTION BURIED ELECTRIC LINE BELOW", 6" X 1000', RED	3M	7000133192
5	L150	SPACER, 6" SNAP-N-STAC, TWO-POSITION HORIZONTAL, 3" SEPARATION, POLYSTYRENE	CARLON	SP6W30-2
2	L297	CONDUIT, 6" PVC, TYPE EB-35, W/ BELLED END, 20' STICK	CARLON	68717-020

DESIGN PARAMETERS							TITLE:		DESIGN:	
							2X1 6" DUCT BANK		APPROVED:	
									DRAWING #	
									UA.2	
REV # DESCRIPTION					DATE		SCALE		SHEET	
							AS BUILT		1 of 1	



NOTES:

1. MINIMUM BURIAL DEPTH OF THE DUCT BANK ENCASMENT SHALL BE 36 INCHES, AS MEASURED FROM THE TOP OF THE DUCT BANK ENCASMENT TO THE EXISTING OR FINAL GRADE. 60 INCHES MINIMUM DEPTH WHERE OVERLAPPING WITH SUBSTATION GROUND GRID.
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7. INSTALL PAVERS UNDERNEATH SPACERS AT EACH SPACER LOCATION.



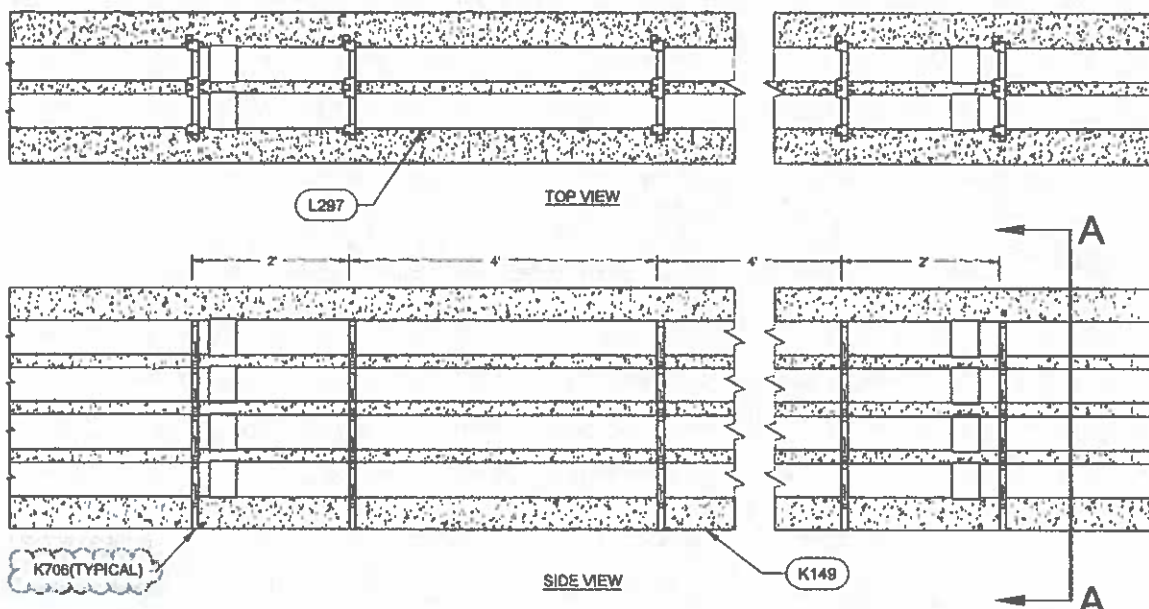
SECTION A-A
DUCT BANK CROSS SECTION

BILL OF MATERIALS

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AS REQ'D	K149	CONCRETE, 2500PSI MIN. NOM. COMPRESSIVE STRENGTH, 7-8" SLUMP, 3/8" MAXIMUM AGGREGATE SIZE	-	-
AS REQ'D	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-
5	K706	CEMENT BLOCK - PATIO 2" X 8" X 16"	-	-
20 FT	K160	SCOTCH® DETACHABLE BURIED BARRICADE TAPE 408, "CAUTION BURIED ELECTRIC LINE BELOW", 6" X 1000', RED	3M	7000133192
10	L150	SPACER, 6" SNAP-N-STAC, TWO-POSITION HORIZONTAL, 3" SEPARATION, POLYSTYRENE	CARLON	SP6W30-2
4	L297	CONDUIT, 6" PVC, TYPE EB-35, W/ BELLED END, 20' STICK	CARLON	68717-020

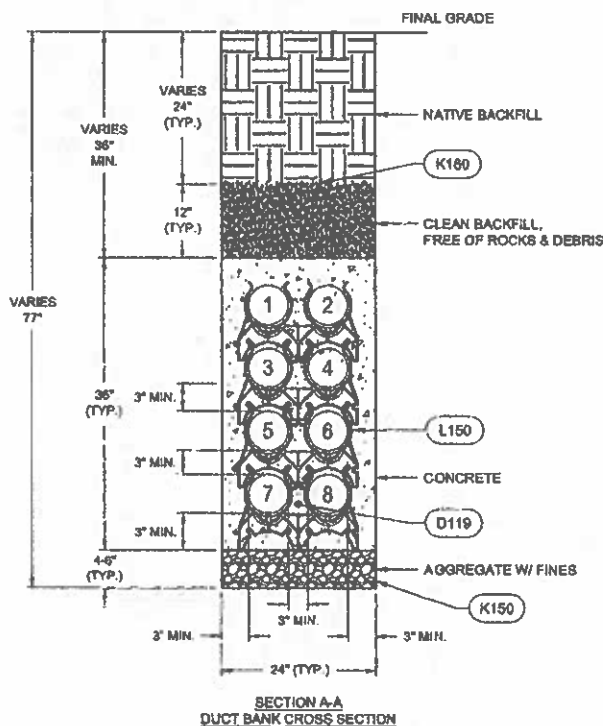
DESIGN PARAMETERS





NOTES:

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BILL OF MATERIALS

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AS REQ'D	K149	CONCRETE, 2500PSI MIN. NOM. COMPRESSIVE STRENGTH, 7-8" SLUMP, 3/8" MAXIMUM AGGREGATE SIZE	-	-
AS REQ'D	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-
5	K706	CEMENT BLOCK - PATIO 2" X 8" X 16"	-	-
20 FT	K160	SCOTCH® DETACHABLE BURIED BARRICADE TAPE 408, "CAUTION BURIED ELECTRIC LINE BELOW", 6" X 1000', RED	3M	7000133192
20	L150	SPACER, 6" SNAP-N-STAC, TWO-POSITION HORIZONTAL, 3" SEPARATION, POLYSTYRENE	CARLON	SP6W30-2
8	L297	CONDUIT, 6" PVC, TYPE EB-35, W/ BELLED END, 20' STICK	CARLON	68717-020

					TITLE 2X4 6" DUCT BANK		DESIGN APPROVED DRAWING # UA.5	
8015 LUGAN RD. SUITE 100 BOSTON, MA 02128 TEL: 617-552-1111 FAX: 617-552-1112 WWW.BHMG.COM					DATE 05/11/11		SCALE AS SHOWN	
REV #	DESCRIPTION	DATE	BY	CHK	APP			

DATE	BOM REV	PREPARED BY	APPROVED BY	SELL OF EQUIPMENT & MATERIALS		NOTES	DESCRIPTION	
8/29/25	0	MMX	JOB	222 CENTERPOINT DR ROCHELLE, IL 61068 2201 - CENTERPOINT SUBSTATION FEEDER EXT SCOPE		SUITABLE MANUFACTURER AND PART NUMBERS	IPB - ADDENDUM #1	
8/18/25	1	MMX	JOB					
ITEM NO.	BOM REV	ADD'D	PROJECT TOTAL QTY	UNIT	DESCRIPTION	MANUFACTURER	CATALOG OR STOCK NO.	REMARKS
B130	0		4	EA	3M TM Mechanical Shearbolt Lug, QCL Series, Two-Hole	3M	QCL2-A-350-750	
B300	0		22	EA	Connector, Parallel Groove Clamp, #6-40 AWG, Bronze Alloy	Hubbell	874	
B308	0		2	EA	Connector, Clamp, 5/8" Ground Rod, #10 to #14AWG Wire	Burndy	GRCS6	
B309	0		2	EA	Grounding Clamp, CU Cable to Transformer Tank, Has Wrench Shoulder, 1/2"-13 Thd., #6 Scl. - 250 MCM CU	Hubbell	GTCB41	
B315	0		40	EA	Clamp, Parallel Groove, Bronze, Two-Bolt, w/ Separator, Main 3/8 Scl. - 500 MCM Cu. Tap: #4 Scl. - 500 MCM	Hubbell	K93	
B317	0		12	EA	Clamp, Grounding, 5/8-3/4" Rod to 2/0 Solid 250kcmil Copper Cable	Burndy	GARB429	
B314	0		3	EA	Lug Terminal for Transformer Secondary Bushing			
C108	0		3	EA	Bolt, Machine, 5/8" x 18" w/ Square Nut	Hubbell	8815	
C303	0		7	EA	Locknut, 5/8", Conserve AF	Hubbell	8512	
C301	0		7	EA	Washer, Spring, Formed Steel, 5/8", Hot Dip Galvanized	Maclean	J3540	
C310	0		7	EA	Washer, Square, Flat, 1 1/16" Hole, 2" x 2" x 1/8"	Hubbell	6917	
C311	0		6	EA	Washer, Square, Curved, 1 1/16" Hole, 3-1/4" x 2-1/4" x 3/16"	Hubbell	85192	
C318	0		198	EA	Washer, Flat, Round, 0.562" ID x 1.250" OD x 0.075" Thick, 316 Stainless Steel	Underground Devices	FFW316-18-440	
C403	0		84	EA	Cable Strap, F, Copper, Two-Hole	Nvent Edo	LPC508	
C402	0		8	EA	Lag Screw, Galvanized, 1/2"x4", Twist-Drive Pilot Point Type	Hubbell	606500	
C508	0		198	EA	Hex Head Cap Screw, 1/2"-13, 1-3/8" Long, 316 Stainless Steel	Underground Devices	FHC316-18-04	
C509	0		198	EA	Tapcon 1/4" x 1-3/4" Star Tens Head Concrete Anchor Screws			
C519	0		198	EA	Decking Anchor, 1/2"-13, 2" Long, 18-8 Stainless Steel	Underground Devices	F58M-12	
C840	0		8	EA	Check Hold Down Bracket, 3"	Hubbell	EMH0781	
D108	0		1407	FT.	Cable, 15kV, 100AWG AL, 1C, ON, Insulated			
D118	0		20	FT.	#9 Wire AWG, 7 Strand, Copper, Bare			
D119	0		3670	FT.	4/0 AWG Copper, Bare, Soft Drawn, 7 STR			
D120	0		180	FT.	614 AWG Wire, Copper, Soft Drawn, Bare			
D121	0		180	FT.	6240 MCM Copper, Bare, Stranded, Ball Drawn			
D150	0		15	EA	3M TM Cold Shrink Q54 Integrated Splice Q54-150P-QC1-350-750 DCA, 1 K9/CASE	3M	Q54-150P-QC1-350-	
D401	0		10335	FT.	Cable, 15kV, 1C, 7800DU, 220mils, (5.69mm), 133% Insulation Level, MV-105	Chorale	118-23-3135	PROVIDED BY RMU
D408	0		2934	FT.	Cable, 35KV, 500 CU, 1/0, BTR, 420MIL Ins, 133% Insulation, EPR Jacket, 1/2IN	Chorale	115-23-3871	PROVIDED BY RMU
D407	0		882	FT.	Cable, 35KV, 350 CU, 1/0, BTR, 420MIL Ins, 133% Insulation, EPR Jacket, 1/2IN	Chorale	115-23-3667	PROVIDED BY RMU
D409	0		294	FT.	1/2" DCCCL 6200FUD, 210 Insulation	Chorale	115-24-2531	
D409	0		308	FT.	440L UCI Filter, All Dielectric, Polyethylene Jacket			
E301	0		1	EA	5/8" x 8" Ground Rod, Copper plated	Hubbell	C815965	
E303	0		24	EA	Ground Rod, 5/8" x 8", 10mil Copper-Bonded, 85-11 Threaded ends	Hubbell	C835940	
E304	0		12	EA	Ground Rod Coupling, Threaded, 5/8"-11, Copper-Bonded	Hubbell	CTC58	
G379	0		10	EA	UMC Power Supply Connector			
G379	0		10	EA	Phaseless FoundationGround Straps			
J204	0		1	EA	Junction Enclosure, Three-Phase, Steel, Green	Hoffman	UJF16	PROVIDED BY RMU
J305	0		3	EA	3-Phase Junction Bar Mounting Panel w/ One Parking Stand, Galvanized	Hoffman	UJF16	
J306	0		1	EA	Ground Sleeve, for Junction Box	Nordic Fiberclay	GS-87-24-24M-MG-80x14	
K147	0		2	CU YD.	Crushed Stone, Clean			
K148	0		188	CU YD.	Concrete, 2500psi min. com. compressive strength, 7-8" Slump, 3/8" maximum aggregate size			
X150	0		171	CU YD.	Aggregate Base, Crushed Rock w/ Fines, CMAA or similar			ESTIMATED ONLY
K158	0		30	ROLLS	3M TM Super 33+ Vinyl Electrical Tape, 1.5" Width	3M	7010348818	ESTIMATED ONLY
K160	0		3300	FT.	Boothill Detachable Busted Baricade Tape 408, "Caution Buried Electric Line Below", 6" Y 1000' Rod	3M	7000133182	
K161	0		8	EA	Hydraulic Cement			
K162	0		80	EA	Cable Ties, 2nd Lock, Plastic, 14" min. length			
K201	0		2	EA	Safety Signs for Padmounted Transformer			
K760	0		6	EA	Cover Plate, Steel			
K791	0		6	EA	Cover Frame, Steel			
K792	0		6	EA	Collar, Precast Concrete			
K794	0		6	EA	Manhole, Topsoil, Precast Concrete, Top & Bottom Section, 6" x 14" x 7"	Champion		
K795	0		6	EA	Vault, Precast Concrete, 4' x 6' x 4'	Champion		
L107	0		1	EA	6" Conduit Steel, 10' for 1-1/2" EMT	ALUMA-FORM	8TK-6	
L150	0		2780	EA	Spacer, 6" Snap-H-Stac, Two-Position Horizontal, 5" Separation, Polyethylene	Carlson	SPW30-2	
L200	0		1	EA	6" Female Terminal Adaptor, Female Threaded to Female Smoothwall	Carlson	E942R	
L203	0		91	EA	End Bell 6" Sch. 40 PVC	Carlson	E987R	
L205	0		8	EA	6" Plug, Polyethylene, w/ Pull Tab	Carlson	P258RT	
L208	0		61	EA	6" End Cap, PVC, 3-1/8" Length, 4-1/8" ID, 0.1875" Thick	Plastic Supply	PVC0408	
L207	0		1112	EA	Conduit, 6" PVC, Type EB-35, w/ Bell End, 20' Stick	Carlson	6017-020	
L298	0		112	EA	3" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Stick	Carlson	49013-010	
L390	0		38	EA	4" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Stick	Carlson	49015-010	
L300	0		19	EA	6" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Stick	Carlson	49017-010	
L307	0		3	EA	6" Galvanized Steel Rigid Conduit, 10' stick			
L311	0		1	EA	Offset, Clear, Conduit (QUIC) 32-22", 48" Radius			
L313	0		3	EA	Conduit Standoff Bracket, 1/2" Standoff, 12" Y-SLOT Channel	ALUMA-FORM	H01-08-800808	
L314	0		4	EA	4" PVC 80' Sweep, 60' Radius, Sch. 40	Carlson	S-SCD-12-4WT	
L343	0		58	EA	6" PVC 90' Sweep, 60' Radius, Sch. 40	Carlson	UA98R	
L344	0		24	EA	6" PVC 45' Sweep, 60' Radius, Sch. 40	Carlson	UA98R	
L348	0		21	EA	6" PVC 22.5' Sweep, 60' Radius, Sch. 40	Carlson	UA98R	
L348	0		20	EA	6" PVC Sch. 40 Coupling	Carlson	E442R	
L348	0		2	EA	4" PVC 90' Sweep, 60' Radius, Sch. 40	Carlson	UBM-CAR	
L349	0		1	EA	4" PVC 45' Sweep, 60' Radius, Sch. 40	Carlson	UA74N	
L351	0		149	EA	3" HDPE, BDR 13.5, Electrical Conduit, Black w/ Red Strips	Carlson	A16CON1A3NA1000	
L362	0		10132	EA	4" HDPE, BDR 13.5, Electrical Conduit, Black w/ Red Strips	Carlson	A22CON1A3NA450	
L363	0		1	EA	3" PVC 5' Sweep, 60' Radius, Sch. 40	Carlson	E944L	
L364	0		1	EA	3" PVC 48' Sweep, 60' Radius, Sch. 40	Carlson	UA74L	
L365	0		2	EA	3" PVC 22.5' Sweep, 48' Radius, Sch. 40	Carlson	UA98L	
L368	0		298	EA	1.5" Coupled Inset Duct			
L367	0		1	EA	3" Coupling, Transition for PVC to HDPE	Carlson	EL3-600	
L368	0		2	EA	4" End Cap, PVC, 3-1/8" Length, 4-1/2" ID, 0.1875" Thick	Plastic Supply	BDD48	
S181	0		3	EA	Cable Positioner Assembly, 0.75"-5" Cable OD, w/ AL Saddle, Poly. Foam Double Coated Bonding Taps, & Poly. Cable Tie	ALUMA-FORM	CS-320	
S461	0		42	EA	Strandion, 12" Long, 60% Glass Reinforced Nylon	Underground Devices	CR12-S	
S608	0		42	EA	Strandion, 48" Long, 60% Glass Reinforced Nylon	Underground Devices	CR48-S	
S818	0		88	EA	20' Arm, 50% Glass Reinforced Nylon, Low Profile	Underground Devices	RA20LP	
S820	0		64	EA	Arm Lock, Polycarbonate	Underground Devices	HDL	
T107	0		1	EA	Transformer, Padmounted, Dual Bushing, 13.8kV-120/240V, 1-Phase, 100kVA			PROVIDED BY RMU
T102	0		15	EA	Cold Shrink Jacket Seal Restoration Kit, 1.25-2.50" OD Range	Elnetmold	600ECS	
U030	0		2	EA	200A Loadbreak Elbow, 15kV, w/ End point & Internal Joints and kit	Eaton	LE21302-001X	
U312	0		21	EA	Cold Shrink QT-18 Termination Kit, Indoor, Non-Skinned, 15kV BIL, JCN Cable, 15kV, 500-1000 MCM	3M	7645-T-110	
U315	0		24	EA	Cold Shrink QT-18 Termination Kit, Indoor, Non-Skinned, 15kV BIL, JCN Cable, 35kV, 30 AWG-500 MCM	3M	7665-T-150	
U401	0		2	EA	Insulating Cap for 200A Bushing w/ Drain Wire	Eaton-Copcor	LPC215	
U501	0		1	EA	Blow Arrestor, Deschanel, 200A, 15kV, 100/1.9kV MCOV, EPDM	Eaton	DAL215E8	
U503	0		5	EA	Cold Shrink QT-18 Termination Kit, Outdoor, 4-Side, 15kV BIL, JCN Cable, 15kV, 500-1000 MCM	3M	7665-S-4-3W	
U504	0		3	EA	Secondary Terminal Lug, 2-Hole NEMA, 800V 1/2" ICD 500M CM CU Cable			
U505	0		3	EA	3M TM Cold Shrink Q54 Integrated Splice Q54-150CN-2-4/0	3M	Q54-150CN-2-4/0	
U508	0		12	EA	Cold Shrink QT-18 Termination Kit, Outdoor, 8-Side, 200kV BIL, JCN Cable, 35kV, 2/0 AWG-500 MCM	3M	7665-S-8	
K708	0		225	EA	Cement Block, 2' x 8' x 16"			

ADDENDUM NO. 2

FOR

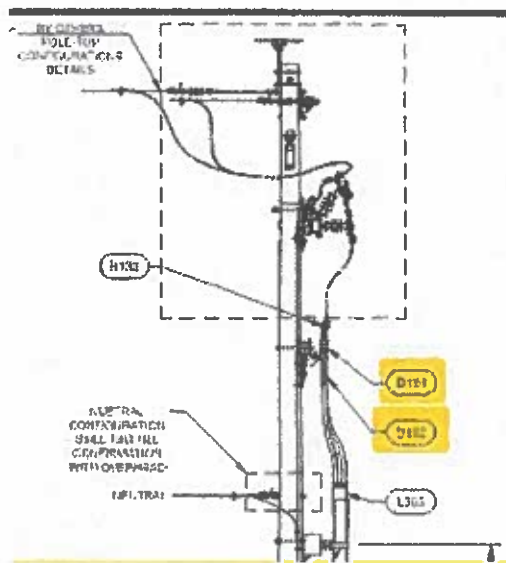
ROCHELLE MUNICIPAL UTILITIES

**CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003**

October 1, 2025

ADD-2

1. Termination Poles outside of substation will be installed no earlier than July 2026. However, this is pending the steel vendor's production schedule.
2. Drawing #UC5-1R has been corrected per markup "Addendum #2_UG LineScope_9-29-25.pdf" of former parts D151 and D152 to U503 and S101.



3. Section 16120 – 2.1B spec updated below from 1000V to 600V.

3/C #4 AWG, 600V	160
4/C #8 AWG, 600V	410
4/C #10 AWG, 600V	1850
9/C #10 AWG, 600V	830

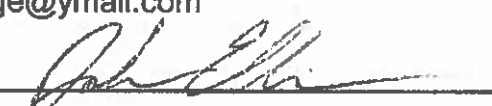
4. For Item D150, use Elastimold part number 15PCJ1M2380. This is noted in the BOM in the attached, "Addendum #2_UG LineScope_9-29-25.pdf".
5. BOMs underneath concrete and rock had number updated.
6. Cast in place anchor bolt cages are included with steel structures and will be delivered from steel manufacturer. Transformer and switchgear anchor bolts are to be provided by contractor. Anchor bolts are QTY 4 for transformer (10") and QTY 4 for switchgear (10").
7. The bid due date has changed to Wednesday, 10/8/25 at 2:00 pm.

END OF ADDENDUM

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

Name

Company




DATE				BOM REV	PREPARED BY	APPROVED BY	BILL OF EQUIPMENT & MATERIALS		NOTES	DESCRIPTION
2/28/23				0	MMK	JPS	222 CENTERPOINT DR ROCHELLE, IL 61068			
2/18/23				1	MMK	JPS	3201 - CENTERPOINT SUBSTATION FEEDER EXIT SCOPE		SUITABLE MANUFACTURER AND PART NUMBERS	(FB - ADDENDUM #2
2/22/23				2	MMK	JPS				
ITEM NO.	BOM REV	ADD'D	TOTAL QTY.	UNIT	DESCRIPTION			MANUFACTURER	CATALOG OR STOCK NO.	REMARKS
B130	0	4		EA	3M™ Mechanical Shearbolt Lug, QLS Series, Two-Hole			3M	QLS-A-350-750	
B300	0	22		EA	Connector, Parallel Groove Clamps, 86-40 AWG, Bronze Alloy			Hubbell	874	
B308	0	2		EA	Connector, Clamp, 5/8" Ground Rod, #10 to #1AWG Wires			Burney	GTG58	
B322	0	2		EA	Grounding Clamp, CU Cable to Transformer Tank, Has Wrench Shoulder, 12"-13 Tht., #6 Sol. - 250 MCM CU			Hubbell	GTG841	
B316	0	60		EA	Clamp, Parallel Groove, Bronze, Two-Bolt, w/ Separator, Moh: 3/0 Str., - 600 MCM CU Tap: #4 Sol. - 500 MCM			Hubbell	K98	
B317	0	12		EA	Clamp, Grounding, 5/8-3/4" Rod to 2/0 Solid-250kcmil Copper Cable			Burney	GAF8428	
B314	0	3		EA	Lug Terminal for Transformer Secondary Bushing					
C108	0	3		EA	Bolt, Machine, 5/8" x 18" w/ Square Nut			Hubbell	R816	
C203	0	7		EA	Locknut, 5/8", Concave Mt			Hubbell	3512	
C201	0	7		EA	Washer, Spring, Formed Steel, 5/8", Hot Dip Galvanized			Nord sm	J3540	
C310	0	7		EA	Washer, Square, Mt, 1 1/8" Hole, 2" x 2" x 1/8"			Hubbell	9812	
C311	0	6		EA	Washer, Square, Conrod, 1 1/8" Hole, 2-1/4" x 3/4" x 3/16"			Hubbell	98107	
C318	0	130		EA	Washer, Flat Round, 0.562" ID x 1.250" OD x 0.078" Thick, 316 Stainless Steel			Underground Devices	FFW316-18-040	
C403	0	84		EA	Cable Strap, 1", Copper, Two-Hole			Nymt Eric	LPC808	
C502	0	6		EA	Leg Bolts, Galvanized, 1/2"x6", Twist-Drive Pilot Point Type			Hubbell	508500	
C505	0	189		EA	Nut Head Cap Bolts, 1/2"-15, 1-3/8" Long, 316 Stainless Steel			Underground Devices	FHC316-18-044	
C608	0	153		EA	Bushings, 1/4" x 1-3/4" Bolt (on Head) Concrete Anchor Bolts					
C610	0	189		EA	Bracket Anchor, 1/2"x1/2" x 2" Arms, 18-8 Stainless Steel			Underground Devices	FBRM-12	
C800	0	8		EA	Clamp, Hold Down Bracket, 3"			Hubbell	BR10701	
D108	0	1407		FT	Cable, 15kV, 15AWG AL, 1/2" CN, Jacketed					
D118	0	20		FT	#2 Wvg AWG, 7 Strand, Copper, Bare					
D119	0	3570		FT	#40 AWG Copper, Bare, Soft Drawn, 7 STR					
D120	0	0		EA	#14 AWG Wire, Copper, Soft Drawn, 5mm					
D121	0	180		EA	Power-Mark Cable, Bare, Stranded, Soft-Drawn					
D150	0	15		EA	Gold Wire, 18kV, Polymeric, Fully Shielded & Screened, 1/2" Dia, 1/2" Dia, 1/2" Dia					
D401	0	10335		FT	CABLE, 35KV, 350 CU, 1/2" BTR, 420M Line, 133% Insulation, EPR Jacket, 1/2N			Orion	115-23-3871	PROVIDED BY RMJ
D406	0	2634		FT	Cable, 35KV, 350 CU, 1/2" BTR, 420M Line, 133% Insulation, EPR Jacket, 1/2N			Orion	115-23-3871	PROVIDED BY RMJ
D407	0	882		FT	Cable, 35KV, 350 CU, 1/2" BTR, 420M Line, 133% Insulation, EPR Jacket, 1/2N			Orion	115-23-3887	PROVIDED BY RMJ
D408	0	290		FT	40kV UG Cable, 350MM ² ALP Insulation			Orion	112-24-7531	
D409	0	300		FT	40kV UG Cable, 350MM ² ALP Insulation			Orion		
E301	0	3		EA	5/8" x 8" Ground Rod, Copper Plated			Hubbell	CT1500	
E303	0	24		EA	Ground Rod, 5/8" x 4" (Steel) Copper-Plated, 5/8"-11 Threaded Ends			Hubbell	CT3300	
E304	0	12		EA	Ground Rod Coupling, Threaded, 5/8"-11, Copper-Plated			Hubbell	CT1504	
G278	0	16		EA	DMG Power Range Connector					
J208	0	1		EA	Steelcase Flange/Bracket/Ground Plate					
J209	0	1		EA	Anchor Struts, Three-Phase, Steel, Green			TEC	GA-75-75-30-MG-07002	PROVIDED BY RMJ
J205	0	3		EA	S-Phase Junction Box Mounting Panel w/ One Parking Strand, Galvanized			Polymid	ULP18	
J206	0	1		EA	Ground Sleeve for Junction Box			Narda Fiberglass	GS-87-24-244-MAG-80-14	
K147	0	3		CU YD	Crushed Stone, Clean					
K148	0	144		CU YD	Concrete, 2500psi min. comp. concrete strength, 7'-6" slump, 3/4" maximum aggregate size					
K149	0	171		CU YD	Concrete Base, Crushed Rock w/ 1 inch, C&G or similar					
K158	0	30		ROLLS	3/4" x 3/4" Vinyl Electrical Tape, 15' x 3"					
K160	0	2300		FT	Scottish Duxbury Buried Barbed Wire Type 408, "Caution Buried Electric Live Barbed", 6" x 1000', Bar			SM	780340613	ESTIMATED ONLY
K161	0	6		EA	Hydraulic Cement			SM	780315372	ESTIMATED ONLY
K162	0	60		EA	Cable Ties, 2x6" Lock, Plastic, 14" min. length					
K501	0	2		EA	Safety Signs for Padmounted Transformer					
K700	0	8		EA	Cover Plate, Steel					
K701	0	8		EA	Cover Frame, Steel					
K702	0	8		EA	Collar, Precast Concrete					
K704	0	6		EA	Manhole, Topped, Precast Concrete, Top & Bottom Sections, 6' x 12' x 7'					
K705	0	4		EA	Manhole, Precast Concrete, 4' x 6' x 4'					
L107	0	1		EA	6" Conduit 8' Radius, Sch. 40			ALUMA-FORM	87C6	
L109	0	2780		EA	6" Conduit 8' Radius, Sch. 40			ALUMA-FORM	87C6	
L200	0	1		EA	6" Female Terminal Adapter, Female, Threaded to Female Stranded			Carlisle	87-177-202	
L203	0	61		EA	End Box 6" Sch. 40 PVC			Carlisle	87-177-202	
L204	0	6		EA	6" Plug, Polyethylene, w/ Pull Tab			Carlisle	87-177-202	
L208	0	51		EA	6" End Cap, PVC, 2-3/4" Length, 6-5/8" ID, 0.1875" thick			Plastic Supply	PVC008	
L207	0	1112		EA	Conduit, 6" PVC, Type EB-35, w/ Bell End, 30' length			Carlisle	87-177-202	
L208	0	1112		EA	6" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' length			Carlisle	87-177-202	
L209	0	36		EA	6" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' length			Carlisle	87-177-202	
L300	0	19		EA	6" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' length			Carlisle	87-177-202	
L307	0	3		EA	6" Galvanized Steel Rigid Conduit, 10' length			Carlisle	87-177-202	
L311	0	2		EA	Elbow, Rigid, Conduit (90°), 6" ID, 48" Radius					
L313	0	3		EA	Conduit Bendable Bracket, 6" Standard, 14" Y-Slot Channel			ALUMA-FORM	87C6	
L314	0	4		EA	6" PVC 60' Radius, 60' Radius, Sch. 40			Carlisle	87-177-202	
L343	0	58		EA	6" PVC 60' Radius, 60' Radius, Sch. 40			Carlisle	87-177-202	
L344	0	24		EA	6" PVC 48" Radius, 60' Radius, Sch. 40			Carlisle	87-177-202	
L345	0	24		EA	6" PVC 22.5" Radius, 60' Radius, Sch. 40			Carlisle	87-177-202	
L346	0	20		EA	6" PVC Sch. 40 Coupling			Carlisle	87-177-202	
L348	0	2		EA	6" PVC 60' Radius, 60' Radius, Sch. 40			Carlisle	87-177-202	
L349	0	2		EA	6" PVC 48" Radius, 60' Radius, Sch. 40			Carlisle	87-177-202	
L351	0	118		EA	6" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Ring			Carlisle	87-177-202	
L352	0	10134		EA	6" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Ring			Carlisle	87-177-202	
L353	0	1		EA	6" PVC 3" Radius, 60' Radius, Sch. 40			Carlisle	87-177-202	
L354	0	1		EA	6" PVC 48" Radius, 60' Radius, Sch. 40			Carlisle	87-177-202	
L355	0	2		EA	6" PVC 22.5" Radius, 60' Radius, Sch. 40			Carlisle	87-177-202	
L356	0	259		EA	1.5" Compensated Brass Plug			Carlisle	87-177-202	
L357	0	2		EA	2" Compensated Brass Plug			Carlisle	87-177-202	
L358	0	2		EA	4" End Cap, PVC, 3-1/8" Length, 4-1/2" ID, 0.1875" thick			Plastic Supply	PVC008	
L359	0	3		EA	Cable Positioner Assembly, 0.75" x 3" Cable OD, w/ All Sockets, Poly. Foam Double Coated Bonding Tape, & Poly. Cable Tie			ALUMA-FORM	87C6	
L360	0	42		EA	Stretchon, 12" Long, 50% Glass Reinforced Nylon			Underground Devices	CR12-B	
L361	0	42		EA	Stretchon, 48" Long, 50% Glass Reinforced Nylon			Underground Devices	CR48-B	
L362	0	36		EA	27" Arm, 50% Glass Reinforced Nylon, Low Profile			Underground Devices	RA20-P	
L363	0	36		EA	Arm Lock, Polyethylene			Underground Devices	NDL	
L364	0	3		EA	Transformer, Padmounted, Dual Bushings, 13.8KV/120/240V, 1-Phase, 100KVA					
L365	0	15		EA	Cold Shrink Jacket Seal Restoration Kit, 1.26-2.30" OD Range			Electroshield	600CE	PROVIDED BY RMJ
L366	0	2		EA	200A Loadbreak Elbow, 18KV, w/ test point & integral break seal kit			Carlisle	LE-2110205TX	
L367	0	21		EA	Cold Shrink GT-II Termination Kit, Indoor, Non-Shielded, 110KV BIL, JCN Cable, 15kV, 500-1000 MCM			SM	7845-1-110	
L368	0	24		EA	Cold Shrink GT-II Termination Kit, Indoor, Non-Shielded, 180KV BIL, JCN Cable, 3.5kV, 3/0 AWG-600 MCM			SM	7845-1-180	
L369	0	1		EA	Insulation Cap for 200A Switching Unit Vitr			Carlisle	87-177-202	
L370	0	1		EA	Elbow Arrestor, Dual-Port, 18KV, 100-200 MCM, EPDM			Carlisle	87-177-202	
L371	0	3		EA	Cold Shrink GT-II Termination Kit, Outdoor, 4-Bolt, 180KV BIL, JCN Cable, 15kV, 300-1000 MCM			SM	7845-1-180	
L372	0	3		EA	Secondary Terminal Lug, 2-Hole NEMA, 600V 1/2" 300MCM CU Cable			SM	7845-1-180	
L373	0	12		EA	3M™ Cold Shrink GSA Integrated Splice GSA 11MCH-1-16			SM	7845-1-180	
L374	0	24		EA	Cold Shrink GT-II Termination Kit, Outdoor, 4-Bolt, 180KV BIL, JCN Cable, 3.5kV, 3/0 AWG-600 MCM			SM	7845-1-180	
L375	0	24		EA	Cold Shrink GT-II Termination Kit, Outdoor, 4-Bolt, 180KV BIL, JCN Cable, 3.5kV, 3/0 AWG-600 MCM			SM	7845-1-180	

ADDENDUM NO. 3

FOR

ROCHELLE MUNICIPAL UTILITIES

**CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003**

October 6, 2025

ADD-3

1. Offload of the transformer and switchgear is provided by others and is not the Contractor's responsibility.
2. We defer to the pre-cast contractor / manufacturer's recommendation for the pre-cast fence foundation style and size. This supersedes clarifications provided in the RFI clarifications document dated 10-01-25.

END OF ADDENDUM

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

Name

Company



Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED®

10/8/2025

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

RE: Centerpoint Substation Installation Contract

Proposed Subcontractors are as follows:

- Treiber Construction
- ISE (Industrial Steel Erectors)
- Quad Cities Directional Boring, Inc.
- Ace Pumping
- Miller Excavating & Trucking
- QC Silt Fence
- Geocon (Concrete & soil testing)
- Lovewell Fence
- Taylor Ridge Paving
- Blackhawk Foundation Co

Electrical Construction | Residential Services | Power Testing Solutions | Engineering & Integration | Electrical Services | Renewable Energy
Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions

Tri-City Electric Co. | 6225 N. Brady | Davenport, IA 52806 | 563.322.7181 | www.tricityelectric.com



Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED®

10/8/2025

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

RE: Centerpoint Substation Installation Contract

Proposed Suppliers are as follows:

- Van Meter Inc.
- Electrorep Energy Products, Inc.
- DMC Power
- Champion Precast Inc.
- Oldcastle Infrastructure
- Prairie Materials (Concrete Ready-Mix)
- Macklin Materials (Crushed Stone)
- Whitecap (Rebar)
- Howard Steel (Misc. Steel)
- Utility Pre-Cast (Pre-Cast Wall)
- Unit step Joliet (Pre-Cast Stairs)

October 8, 2025

Mr. Chris A Couch
Rochelle Municipal Utilities
420 N 6th Street
Rochelle IL 61068
2201 K003

RE: Rochelle Municipal Utilities Centerpoint Substation Installation Contract

Mr. Couch,

The L.E. Myers Co. is pleased to offer our proposal for the Centerpoint Substation project. In addition, this proposal is based on the following provisions and clarifications:

1. Delays outside the control of The L.E. Myers Co., including owner furnished material deliveries, may be the basis for schedule and cost changes associated to the delays.
2. The L. E. Myers Co assumes the existing yard can be used as a laydown area.
3. This pricing considers that any materials/equipment supplied by client that needs to be picked up will be picked up from a designated area within the city limits of Rochelle.
4. The L.E Myers Co's price is based of the schedule. L.E. Myers may request to delay receiving of Switchgear and Transformer depending on the readiness of the foundations and completion of duct bank inside the substation.
5. This pricing considers only one mobilization. It is in the assumption that the riser poles will be erected no later than July 15, 2026.
6. The L.E. Myers Co will have a safety certified general foreman on site and no designated safety officer will be assigned for this project full time but will make regular site visits.
7. Since Liquidated Damages are not explicitly defined, L.E. Myers take exception to LD's at this time until a mutually agreeable schedule can be defined.
8. This pricing does not include contingencies for underground utilities that could affect below grade construction activities, including relocating any underground utilities or air-knife or hydro-excavation to locate utilities.
9. This pricing does not consider any cost for offloading and setting the transformer and Switchgear on to the pad.
10. This pricing assumes that the Owner will be responsible for transformer Oil fill, delivery, off-loading, setting, trimming, filling, and testing/commissioning of the transformer.
11. This pricing assumes that the Switchgear is purchased and set on foundation by the Owner's contractor.
12. This pricing assumes that the Switchgear will arrive pre-assembled. This pricing does not include supply and installation of EMT and cable trays inside the Switchgear.
13. This pricing does not include NERC test report.
14. This pricing does not include any fiber splicing.
15. This pricing does not include panel to panel wiring and only assumes pulling and termination based on the cable schedule.
16. This price does not consider any temporary panels during construction.
17. This pricing does not consider remediation haul off and dump fees for any spoils. It is in the assumption that all spoils can be left on site.
18. This pricing does not include any cost for acquiring permits.
19. This price does not include remediation of any existing material.
20. This pricing does not consider chemical and mechanical stabilization of existing subgrade.

21. This price does not include relocation of any utility.
22. This price does not include hydroexcavation for underground exploration.
23. Drilling is according to Geotechnical Report with no provisions included for Artesian Conditions.
24. The testing of the switchgear is dependent on the delivery of 15kv and 34kV Switchgear Grounding and Test Device. This is currently quoted at 40-44 weeks.
25. This proposal is based on current material lead times and pricing and does not assume large fluctuations in either at the time of award.
26. Proposal is based on a lump sum amount.
27. The lumpsum amount includes the allowance of \$ 150,000.
28. Project award is based on mutually agreeable Terms and Conditions between The L.E. Myers Co. and Rochelle Municipal utilities.
29. The L.E. Myers Co prefers to have the transformer and Switchgear delivered at a later time. As storage fee is not explicitly defined, it is assumed that the storage fee for the switchgear is \$ 2,500/mo.
30. This pricing does not cover any temporary power. It is in the assumption that RMU will provide temporary power.
31. Accommodation and Transportation cost for manufacturer's representative is not included in this price.
32. Proposed Subcontractors and Suppliers: Civil – *L. Keeley Construction, Poettker*; Materials supply – *Springfield Electric, Dunker Electric, Fletcher-Reinhardt Company, Paresources, DMC Power, Champion, Nvent*; Testing and Commissioning – *Voltyx*; Staking – *Zahner*; Fence Manufacturer – *Utility Concrete Products LLC*; Boring Services – *Utility Dynamics Corporation , L.E. Myers Co*

The L.E. Myers Co. appreciates the opportunity to bid and looks forward to discussions involving project award.

If you have any questions or need further clarifications, please contact me at (207) 859-2921.

Sincerely,
The L.E. Myers Co.

Lance McFarland
District Manager

SECTION 00420

Qualifications

PART 1 – GENERAL

1.01 SECTION INCLUDES

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

1.02 AWARD OF BID

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

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

- A. Bidder has appointed _____, 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):

☐ Individual
☐ Partnership
☒ Corporation

☐ Real Estate Agent
☐ Government Entity
☐ Trust or Estate

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

2.05 REFERENCES

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

2.06 SIGNATURES

Firm Name:	<u>The L.E. Myers Co.</u>
Federal Taxpayer Identification Number:	<u>36-1517230</u>
By:	<u></u>
Title:	<u>District Manager</u>
By:	<u></u>
Title:	<u></u>

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

PART 3 – EXECUTION *NOT USED*

END OF SECTION

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 Macon

Lance McFarland, being first duly sworn, deposes and says that he is District Manager * (~~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.

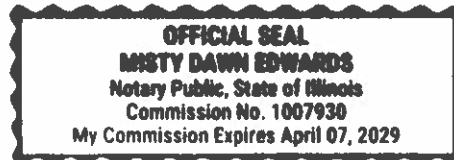
Signed: *Lance McFarland*

Title: District Manager

Subscribed and sworn to before me this 7th day of October 20 25

Seal of Notary:

Misty Dawn Edwards
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.

ADDENDUM NO. 1

FOR

ROCHELLE MUNICIPAL UTILITIES

**CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003**

September 24, 2025

ADD-1

1. The switchgear is expected to be delivered at the end of November 2025. This is pending the OEM schedule.
2. Foundations poured by 3/1/26 is a critical date because Rochelle will be subject to storage fees by the switchgear vendor.
3. Topsoil can be stockpiled on site and used as fill in areas. Soil will not need to be removed from site.
4. Contractor will be fully responsible for the Perimeter Pre-Cast Fence (design and installation). See Section 03550 Precast Wall Systems and drawings in bid package for fence details and suggested manufacturers.
5. Clarification - Contractor to plan for one remobilization to pull the cables to the termination poles when they are delivered. The installation of the termination poles are not part of this contract.
6. Clarification – The switchgear will be completely built out. Power connections, and external connections to external equipment are contractor responsibility. (See preliminary outdoor cable schedule)
7. Per IFB drawing mark up 8-29-25, 4 culverts are required underneath entrance roadway.

UG Line / Feeder Exit Scope:

No impact on quantity/units – drawing callout clarifications only:

1. Sheet 3 of 17 on Feeder Exit Construction Drawings (2201-L-01-3):
 - Conduit and Cable Install Schedule Start and End point 8 to point 9 should read point 9 to point 10 on row 15 of table.
2. Sheet 7 of 17 on Feeder Exit Construction Drawings (2201-L01-7):
 - Span Note labeled "11-12" should read "10-12".
3. Sheet 4B of 17 on Feeder Exit Construction Drawings (2201-L-01-4B):
 - Span Note labeled "4-13" should read "4-14".

Impacts quantities/units:

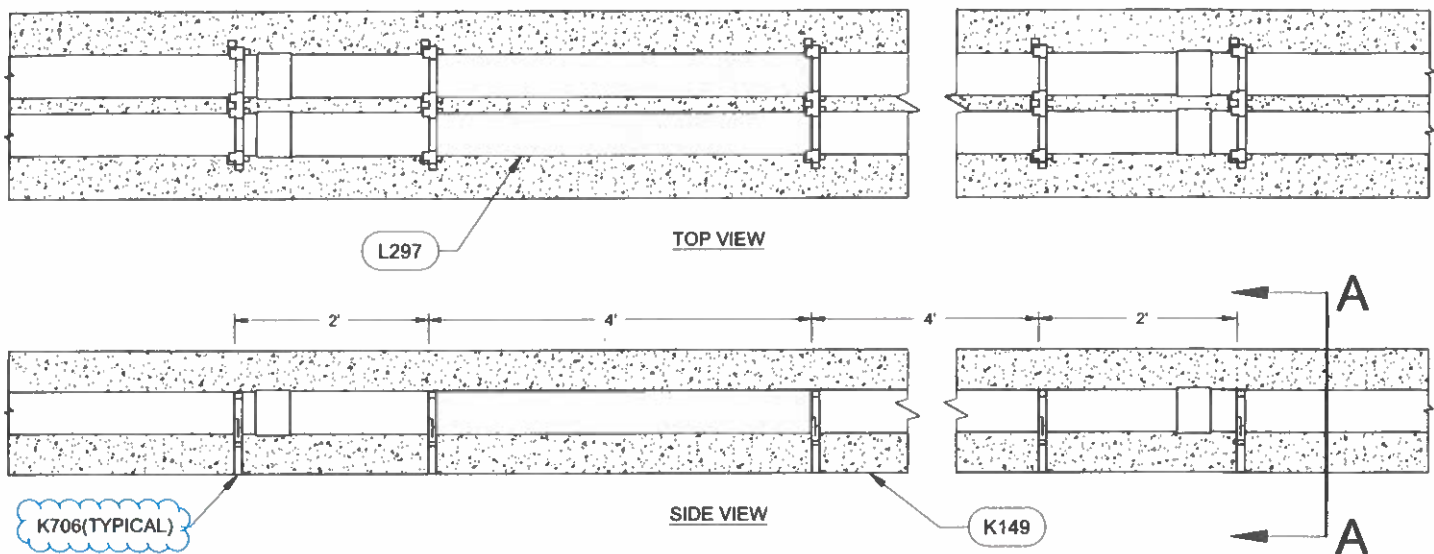
4. Note – all revisions from IFB package assembly drawings are clouded, updated BOM also included. Summary:
 - Update to assembly UA.2 (spacers, bond wire, concrete blocks)
 - Update to assembly UA.4 (spacers, bond wire, concrete blocks)
 - Update to assembly UA.5 (spacers, bond wire, concrete blocks)
 - Updated BOM PDF
 - Includes spacer quantity correction (item L150)
 - Includes concrete block quantity addition (item K706)
 - Includes bond wire quantity correction (item D119)

END OF ADDENDUM

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

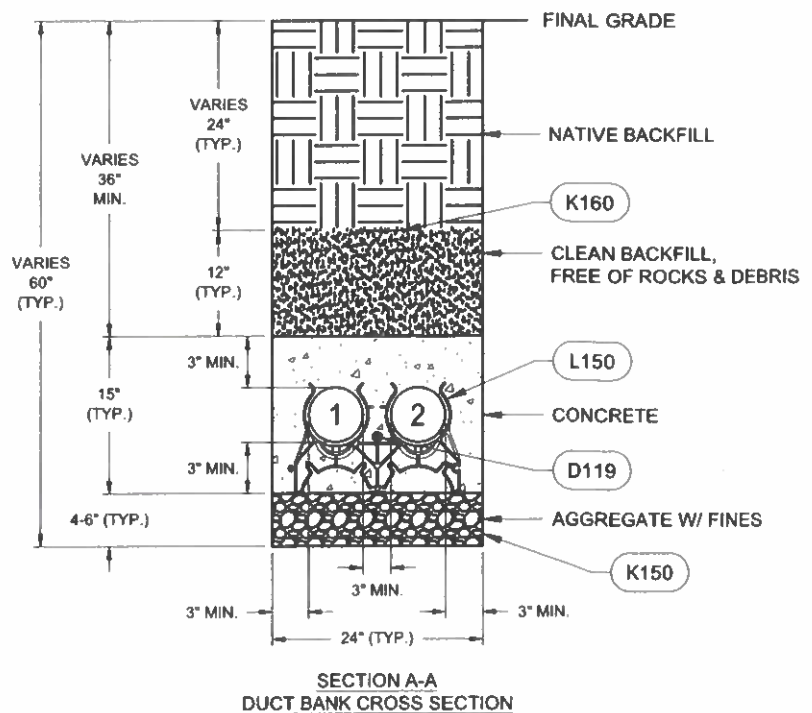
Name Christina Whitehead

Company L. E. Myers Co



NOTES:

1. MINIMUM BURIAL DEPTH OF THE DUCT BANK ENCASMENT SHALL BE 36 INCHES, AS MEASURED FROM THE TOP OF THE DUCT BANK ENCASMENT TO THE EXISTING OR FINAL GRADE. 60 INCHES MINIMUM DEPTH WHERE OVERLAPPING WITH SUBSTATION GROUND GRID.
2. THE BOTTOM OF THE EXCAVATION SHALL CONSIST OF FIRM, WELL-COMPACTED, UNDISTURBED EARTH OR BACKFILL.
3. ALL BACKFILL MATERIAL SHOULD BE ADEQUATELY COMPACTED TO LIMIT SETTLING UNDER THE FINAL GRADE.
4. A MINIMUM OF 3" SPACING SHALL BE MAINTAINED BETWEEN EACH CONDUIT IN ALL DIRECTIONS, AS WELL AS BETWEEN CONDUITS AND THE WALLS OF THE EXCAVATION.
5. A BARE COPPER CONDUCTOR (BOND WIRE) SHALL BE INSTALLED IN THE ENCASMENT ALONG ITS LENGTH FOR PURPOSES OF ESTABLISHING A CONTINUOUS GROUND REFERENCE. IT SHALL BE LOCATED CENTERED TOWARDS THE BOTTOM OF THE DUCT BANK, SUCH THAT THE ENCASMENT WILL COMPLETELY ENCAPSULATE IT. THE BOND WIRE SHALL TIE TO GROUNDING SYSTEMS AT EACH END OF THE DUCT BANK.
6. SPACERS SHOULD BE INSTALLED EVERY 4' FOR STRAIGHT RUNS. MAINTAIN A MINIMUM OF 2" DISTANCE BETWEEN SPACERS AT CONDUIT JOINTS.
7. INSTALL BLOCKS UNDERNEATH SPACERS AT EACH SPACER LOCATION.



BILL OF MATERIALS

QTY	BHMG ITEM #	ITEM DESCRIPTION	MANUFACTURER	MANUFACTURER PART #
20 FT	D119	4/0 AWG COPPER, BARE, SOFT DRAWN, 7 STR	-	-
AS REQ'D	K149	CONCRETE, 2500PSI MIN. NOM. COMPRESSIVE STRENGTH, 7-8" SLUMP, 3/8" MAXIMUM AGGREGATE SIZE	-	-
AS REQ'D	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-
5	K706	CEMENT BLOCK - PATIO 2" X 8" X 16"	-	-
20 FT	K160	SCOTCH® DETACHABLE BURIED BARRICADE TAPE 408, "CAUTION BURIED ELECTRIC LINE BELOW", 6" X 1000', RED	3M	7000133192
5	L150	SPACER, 6" SNAP-N-STAC, TWO-POSITION HORIZONTAL, 3" SEPARATION, POLYSTYRENE	CARLON	SP6W30-2
2	L297	CONDUIT, 6" PVC, TYPE EB-35, W/ BELLED END, 20' STICK	CARLON	68717-020

NO SIGN PARAMETERS



TITLE:

2X1 6" DUCT BANK

DESIGN:

APPROVED:

DRAWING #

UA.2

DATE:

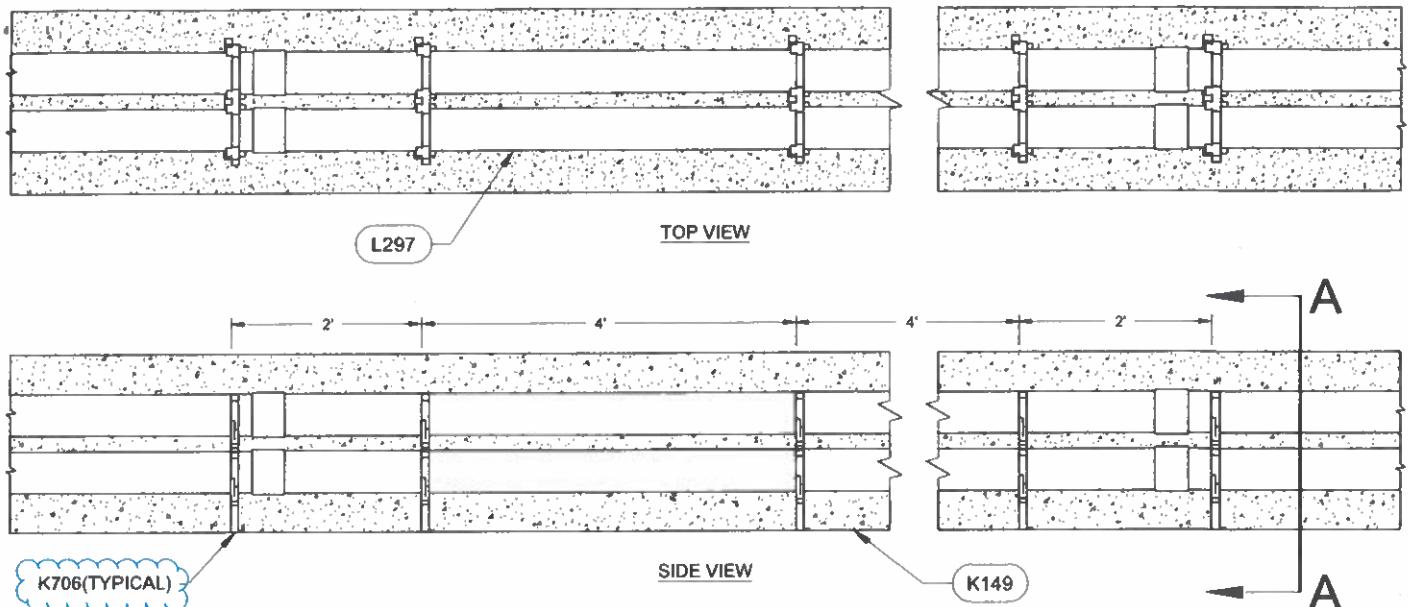
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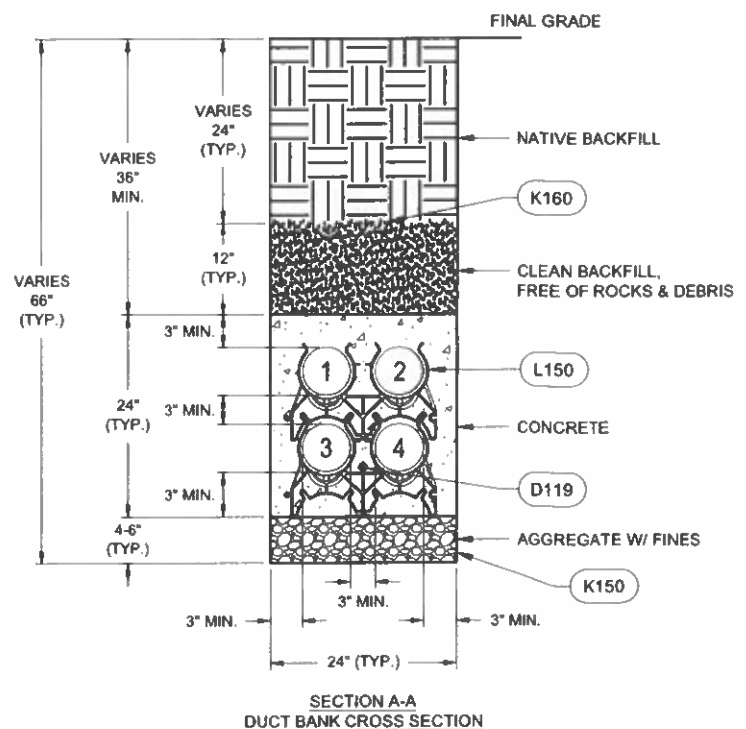
1 OF 1

REV# DESCRIPTION DATE OWN DSN APPR



NOTES:

1. MINIMUM BURIAL DEPTH OF THE DUCT BANK ENCASUREMENT SHALL BE 36 INCHES, AS MEASURED FROM THE TOP OF THE DUCT BANK ENCASUREMENT TO THE EXISTING OR FINAL GRADE. 60 INCHES MINIMUM DEPTH WHERE OVERLAPPING WITH SUBSTATION GROUND GRID.
2. THE BOTTOM OF THE EXCAVATION SHALL CONSIST OF FIRM, WELL-COMPACTED, UNDISTURBED EARTH OR BACKFILL.
3. ALL BACKFILL MATERIAL SHOULD BE ADEQUATELY COMPACTED TO LIMIT SETTLING UNDER THE FINAL GRADE.
4. A MINIMUM OF 3" SPACING SHALL BE MAINTAINED BETWEEN EACH CONDUIT IN ALL DIRECTIONS, AS WELL AS BETWEEN CONDUITS AND THE WALLS OF THE EXCAVATION.
5. A BARE COPPER CONDUCTOR (BOND WIRE) SHALL BE INSTALLED IN THE ENCASUREMENT ALONG ITS LENGTH FOR PURPOSES OF ESTABLISHING A CONTINUOUS GROUND REFERENCE. IT SHALL BE LOCATED CENTERED TOWARDS THE BOTTOM OF THE DUCT BANK, SUCH THAT THE ENCASUREMENT WILL COMPLETELY ENCAPSULATE IT. THE BOND WIRE SHALL TIE TO GROUNDING SYSTEMS AT EACH END OF THE DUCT BANK.
6. SPACERS SHOULD BE INSTALLED EVERY 4' FOR STRAIGHT RUNS. MAINTAIN A MINIMUM OF 2' DISTANCE BETWEEN SPACERS AT CONDUIT JOINTS.
7. INSTALL PAVERS UNDERNEATH SPACERS AT EACH SPACER LOCATION.



BILL OF MATERIALS

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20 FT	D119	4/0 AWG COPPER, BARE, SOFT DRAWN, 7 STR	-	-
AS REQ'D	K149	CONCRETE, 2500PSI MIN. NOM. COMPRESSIVE STRENGTH, 7-8" SLUMP, 3/8" MAXIMUM AGGREGATE SIZE	-	-
AS REQ'D	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-
5	K706	CEMENT BLOCK - PATIO 2" X 8" X 16"	-	-
20 FT	K160	SCOTCH® DETACHABLE BURIED BARRICADE TAPE 408, "CAUTION BURIED ELECTRIC LINE BELOW", 6" X 1000', RED	3M	7000133192
10	L150	SPACER, 6" SNAP-N-STAC, TWO-POSITION HORIZONTAL, 3" SEPARATION, POLYSTYRENE	CARLON	SP6W30-2
4	L297	CONDUIT, 6" PVC, TYPE EB-35, W/ BELLED END, 20' STICK	CARLON	68717-020

DESIGN PARAMETERS



BHMG ENGINEERING INC.
8728 LAMARCAVE PARKWAY DRIVE, SUITE 1104
ST. LOUIS, MO 63127 (636) 296-9600
WWW.BHMG.COM
ILLINOIS LICENSE NO. 19409388-003

FILE:

2X2 6" DUCT BANK

DATE:

SCALE: AS SHOWN

DESIGN

APPROVED

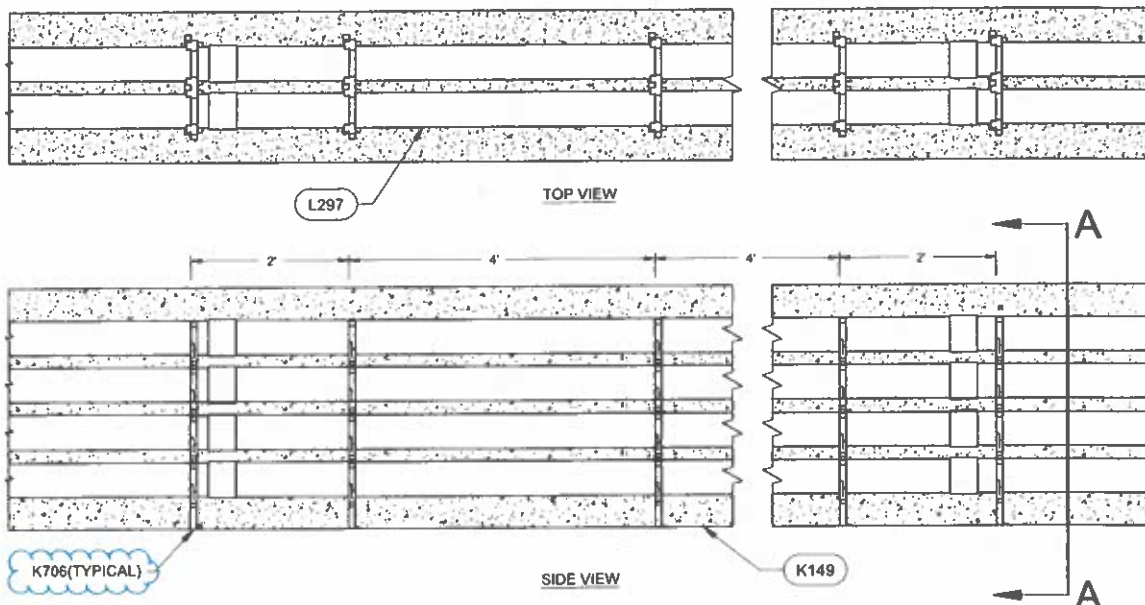
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UA.4

SHEET:

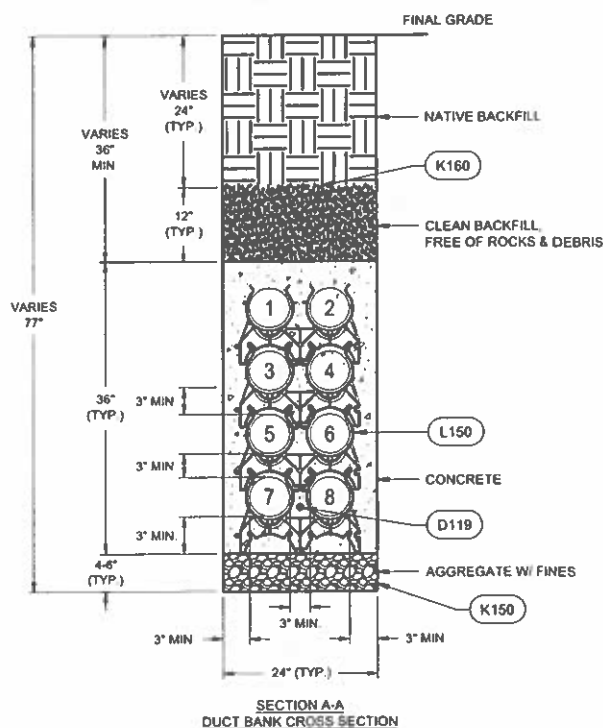
1 OF 1

REV # DESCRIPTION DATE: DWN DSM APPR



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AS REQ'D	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-
5	K706	CEMENT BLOCK - PATIO 2" X 8" X 16"	-	-
20 FT	K160	SCOTCH® DETACHABLE BURIED BARRICADE TAPE 408, "CAUTION BURIED ELECTRIC LINE BELOW", 6" X 1000', RED	3M	7000133192
20	L150	SPACER, 6" SNAP-N-STAC, TWO-POSITION HORIZONTAL, 3" SEPARATION, POLYSTYRENE	CARLON	SP6W30-2
8	L297	CONDUIT, 6" PVC, TYPE EB-35, W/ BELLED END, 20' STICK	CARLON	68717-020

DESIGN PARAMETERS



DESIGN ENGINEER: BIC
8735 LAKEMAN PARKWAY DRIVE, SUITE 110A
ST. LOUIS, MO 63127 (636) 796 8000
WWW.BHMG.COM
ILLINOIS LICENSE NO. 114004380-002

TITLE:

2X4 6" DUCT BANK

DATE:

SCALE:

AS SHOWN

DESIGN:

APPROVED

DRAWING #

UA.5

SHEET:

1 OF 1

REV. DESCRIPTION DATE: OWN. DES. APPR.

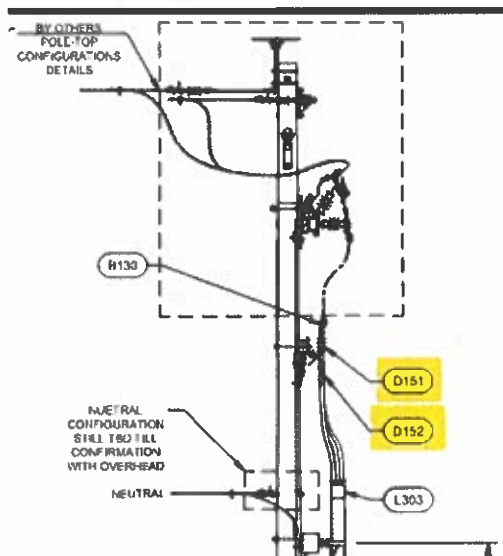
DATE	BY	APPROVED	BILL OF EQUIPMENT & MATERIALS	NOTES	DESCRIPTION		
8/28/25	JFB	JFB	222 CENTERPOINT DR ROCHELLE, IL 61068	SUITABLE MANUFACTURER AND PART NUMBERS	IFB ADDENDUM #1		
8/19/25	JFB	JFB	2201 - CENTERPOINT SUBSTATION FEEDER EXT SCOPE				
ITEM NO.	BOEM REV	PROJECT TOTAL QTY.	UNIT	DESCRIPTION	MANUFACTURER	CATALOG OR STOCK NO.	REMARKS
8130	0	4	EA	3M 1/4 Mechanical Standard Lug, CU-2 Steel, Two-Hole	3M	CU-2A-350-750	
8300	0	22	EA	Conductor, Parallel Groove Cable, #6-40 AWG, Bronze Alloy	Hobas	ST4	
8306	0	2	EA	Conductor, Cable, 50FT Ground Rod, #10 to #14 AWG Wire	Donny	GRCS4	
8346	0	2	EA	Grounding Cable, CU Cable is Transformer Tank, Two Wrench Strainer, 1/2"-1 1/2" Dia., #5 Sd., -250 MCM CU	Hobas	GTCS41	
8347	0	60	EA	Cable, Parallel Groove Cable, Transformer Tank, Two Wrench Strainer, 1/2"-1 1/2" Dia., #5 Sd., -250 MCM CU	Hobas	GTCS41	
8347	0	12	EA	Cable, Parallel Groove Cable, Transformer Tank, Two Wrench Strainer, 1/2"-1 1/2" Dia., #5 Sd., -250 MCM CU	Hobas	GTCS41	
8347	0	12	EA	Cable, Parallel Groove Cable, Transformer Tank, Two Wrench Strainer, 1/2"-1 1/2" Dia., #5 Sd., -250 MCM CU	Hobas	GTCS41	
8347	0	12	EA	Cable, Parallel Groove Cable, Transformer Tank, Two Wrench Strainer, 1/2"-1 1/2" Dia., #5 Sd., -250 MCM CU	Hobas	GTCS41	
8347	0	12	EA	Cable, Parallel Groove Cable, Transformer Tank, Two Wrench Strainer, 1/2"-1 1/2" Dia., #5 Sd., -250 MCM CU	Hobas	GTCS41	
8347	0	12	EA	Cable, Parallel Groove Cable, Transformer Tank, Two Wrench Strainer, 1/2"-1 1/2" Dia., #5 Sd., -250 MCM CU	Hobas	GTCS41	
8347	0	12	EA	Cable, Parallel Groove Cable, Transformer Tank, Two Wrench Strainer, 1/2"-1 1/2" Dia., #5 Sd., -250 MCM CU	Hobas	GTCS41	
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8347	0	12	EA	Cable, Parallel Groove Cable, Transformer Tank, Two Wrench Strainer, 1/2"-1 1/2" Dia., #5 Sd., -250 MCM CU	Hobas	GTCS41	
8347	0	12	EA	Cable, Parallel Groove Cable, Transformer Tank, Two Wrench Strainer			

ADDENDUM NO. 2
FOR
ROCHELLE MUNICIPAL UTILITIES
CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

October 1, 2025

ADD-2

1. Termination Poles outside of substation will be installed no earlier than July 2026. However, this is pending the steel vendor's production schedule.
2. Drawing #UC5-1R has been corrected per markup "Addendum #2_UG LineScope_9-29-25.pdf" of former parts D151 and D152 to U503 and S101.



3. Section 16120 – 2.1B spec updated below from 1000V to 600V.

3/C #4 AWG, 600V	160
4/C #8 AWG, 600V	410
4/C #10 AWG, 600V	1850
9/C #10 AWG, 600V	830

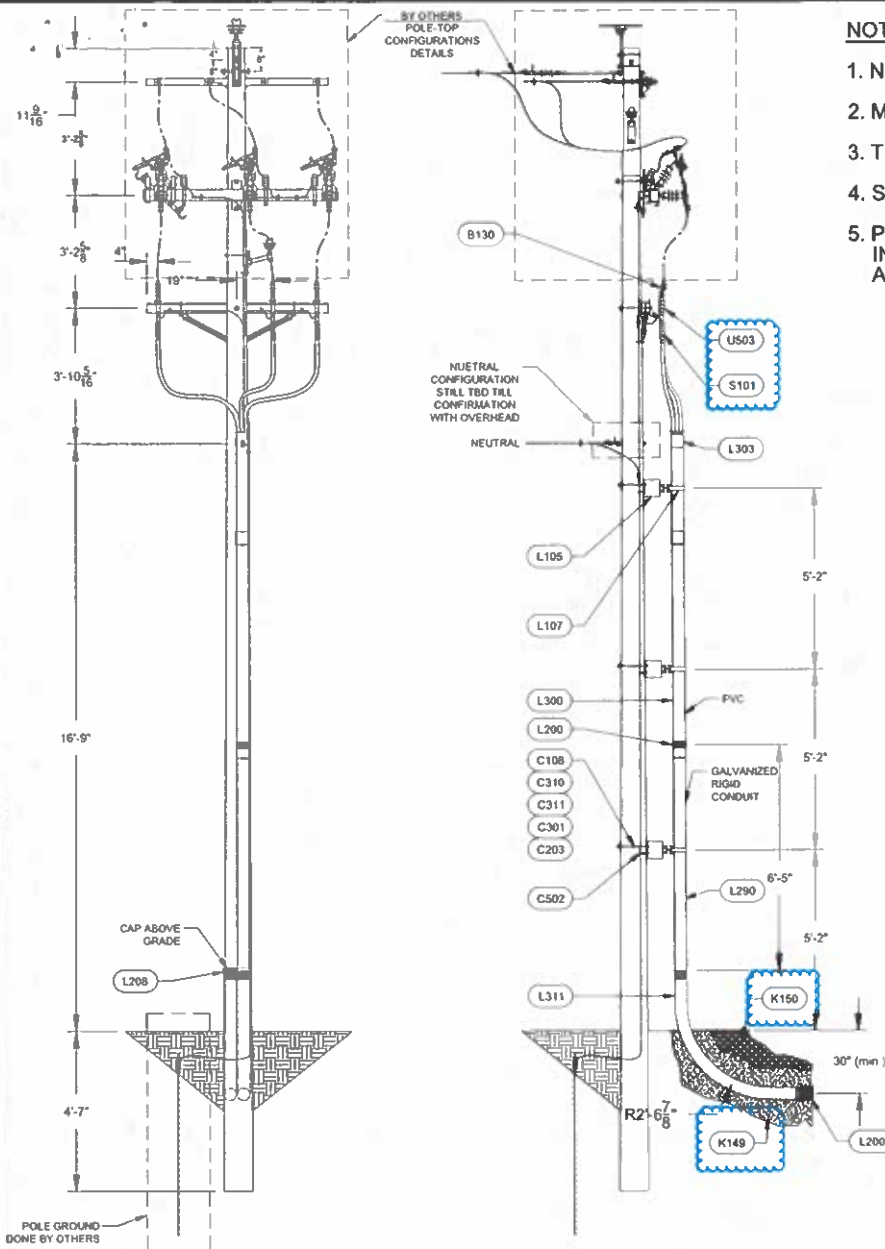
4. For Item D150, use Elastimold part number 15PCJ1M2380. This is noted in the BOM in the attached, "Addendum #2_UG LineScope_9-29-25.pdf".
5. BOMs underneath concrete and rock had number updated.
6. Cast in place anchor bolt cages are included with steel structures and will be delivered from steel manufacturer. Transformer and switchgear anchor bolts are to be provided by contractor. Anchor bolts are QTY 4 for transformer (10") and QTY 4 for switchgear (10").
7. The bid due date has changed to Wednesday, 10/8/25 at 2:00 pm.

END OF ADDENDUM

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

Name Christina Whitehead

Company L.E. Myers Co



NOTES:

1. NO BENDS PERMITTED WITHIN 6" OF CABLE TERMINATION.
2. MINIMUM 4" BETWEEN BOLTS.
3. THE TOP OF THE CONDUIT SHOULD BE ABOVE THE NEUTRAL.
4. SET RISER ELBOW IN CONCRETE.
5. POLE, GROUNDING, AND OVER HEAD FRAMING INSTALLED BY OTHERS AS REFLECTED IN ASSEMBLY BILL OF MATERIAL.

BILL OF MATERIALS

QTY	BHMG ITEM #	ITEM DESCRIPTION	MANUFACTURER	MANUFACTURER PART #
4	B130	3M™ MECHANICAL SHEARBOLT LUG, QL2 SERIES, TWO-HOLE	3M	QL2-A-350-750
3	C108	BOLT, MACHINE, 5/8" X 16" W/ SQUARE NUT	HUBBELL®	8816
7	C203	LOCKNUT, 5/8", CONCAVE MF	HUBBELL®	3512
7	C301	WASHER, SPRING LOCK, 13/64" X 5/32", FOR 5/8" BOLT	HUBBELL®	4036
8	C310	WASHER, SQUARE, FLAT, 11/16" HOLE, 2" X 2" X 1/8"	HUBBELL®	6812
6	C311	WASHER, SQUARE, CURVED, 11/16" HOLE, 2-1/4" X 2-1/4" X 3/16"	HUBBELL®	681012
6	C502	LAG SCREW, GALVANIZED, 1/2"X4", TWIST-DRIVE PILOT POINT TYPE	HUBBELL®	508500
3	L313	CONDUIT STANDOFF BRACKET, 9" STANDOFF, 12" T-SLOT CHANNEL	ALUMA-FORM	9-CSO-12-4WT
3	L107	6" CONDUIT STRAP KIT, FOR T-SLOT BRACKET	ALUMA-FORM	STK-6
4	L200	6" FEMALE TERMINAL ADAPTOR, FEMALE THREADED TO FEMALE SMOOTHWALL	CARLON	E942R
1	L290	6" GALVANIZED RIGID STEEL CONDUIT, 10' STICK	-	-
1	L203	END BELL, 6" PVC, SCH. 80	CARLON	E997R
3	L300	6" PVC CONDUIT, SCH. 40, W/ BELL END, 10' STICKS	CARLON	49017-010
2	L311	ELBOW, GALV. CONDUIT (GRC), 6", 90°, 48" RADIUS	ATKORE	-
3	U503	COLD SHRINK QT-III TERMINATION KIT, OUTDOOR, 4-SKIRT, 150KV BIL, JCN CABLE, 15KV, 300-1000 MCM	3M	7695-S-4-3W
3	S101	CABLE POSITIONER ASSEMBLY, 0.75"-3" CABLE OD, W/ AL SADDLE, POLY. FOAM DOUBLE COATED BONDING TAPE, & POLY. CABLE TIE	ALUMA-FORM	CS-820
AS REQ	K149	CONCRETE, 2500PSI, 7-8" SLUMP, W/ 1/2" OR LESS	-	-
AS REQ	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-

DESIGN PARAMETERS

MAXIMUM LINE ANGLE:
SEE TABLE I
(RUS BULLETIN 1728F-804)



BRAD ENGINEERS INC.
8735 LANDMARK PARKWAY DRIVE, SUITE 110A
ST. LOUIS, MO 63127 (636) 266-8800
WWW.BHMG.COM
ILLINOIS LICENSE NO. 124004284-001

TITLE:

UG THREE PHASE RISER
W/ CONCRETE ENCASED
GALVANIZED RIGID CONDUIT

DESIGN:

APPROVED:
DRAWING #
UC5-1R

DATE:

SCALE:

AS SHOWN

SHEET:

1 OF 1

REV #	DESCRIPTION	DATE	OWN	DSN	APPR

ADDENDUM NO. 3

FOR

ROCHELLE MUNICIPAL UTILITIES

**CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003**

October 6, 2025

ADD-3

1. Offload of the transformer and switchgear is provided by others and is not the Contractor's responsibility.
2. We defer to the pre-cast contractor / manufacturer's recommendation for the pre-cast fence foundation style and size. This supersedes clarifications provided in the RFI clarifications document dated 10-01-25.

END OF ADDENDUM

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

Name Christina Whitehead

Company The L.E. Myers Co.

BID BOND

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

BIDDER

Name: The L.E. Myers Co.
Address: 12150 East 112th Avenue
Henderson, CO 80640

SURETY

(Name and Address of Principal Place of Business)

Name: Liberty Mutual Insurance Company
Address: 175 Berkeley St.
Boston, MA 02116

OWNER

Name: Rochelle Municipal Utilities
420 N. 6th Street
Address: Rochelle, IL 61068

BID

Bid Due Date: ~~September 23, 2025~~ **October 8, 2025**
Project: Centerpoint Substation, Installation Contract

BOND

Bond Number: Bid Bond
Date: October 2, 2025
(Not later than Bid due date)

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

(Seal)

The L.E. Myers Co.
Bidder's Name and Corporate Seal

By:

Jon A. Schroeder
Jon A. Schroeder, Attorney-in-Fact

Attest:

Liz Mosca
Liz Mosca, Witness

SURETY

(Seal)

Liberty Mutual Insurance Company
Surety's Name and Corporate Seal

By:

William T. Krumm
William T. Krumm Attorney-in-Fact
(Attach Power of Attorney)

Attest:

Jodie Sellers
Jodie Sellers, Witness

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

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

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

SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

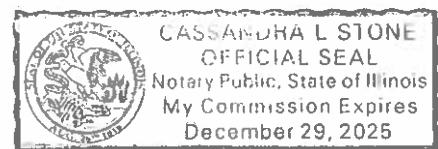
State of Illinois
County of Cook

I, Cassandra L Stone Notary Public, in the State of Illinois, do hereby certify that William T. Krumm Attorney-in-Fact, of the Liberty Mutual Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Liberty Mutual Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 2nd day of October, 2025.



Notary Public Cassandra L Stone
My Commission expires: 12/29/2025





POWER OF ATTORNEY

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 William T. Krumm all of the city of Rolling Meadows, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: The L.E. Myers Co.
Obligee Name: Rochelle Municipal Utilities
Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

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 2nd day of October, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of October, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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
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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 2nd day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Special Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that MYR Group, Inc., MYR Transmission Services, Inc., MYR Energy Services, Inc., The L.E. Myers Co.; E.S. Boulos Company and Huen Electric, Inc.

had made, continued, and appointed and by these presents does make, constitute and appoint William T. Krumm, Jon A. Schroeder Cassie Stone and Christina Laurendi of Arthur J. Gallagher as its true and lawful attorneys in fact with full power to execute, seal and deliver on its behalf safety and surety bonds and other documents of similar character issued in the course of tis business and to bind the Company thereby as if such writing s dad been duly executed and acknowledged by its own officers.

IN WITNESS WHEREOF, MYR Group, Inc., MYR Transmission Services, Inc., MYR Energy Services, Inc., The L.E. Myers Co., E.S. Boulos Company and Huen Electric, Inc.

has caused its name to be subscribed by Don Egan and its corporate seal to be affixed and attested by its Corporate Secretary on this 30th day of April, 2024.

Attest:

MYR Group, Inc.



By: William Fry

Corporate Secretary

State of Colorado



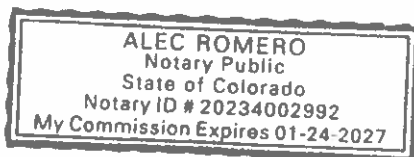
By: Don Egan

Senior Vice President



County of Adams

On this 30 day of April, 2024 personally appeared before me, a Notary Public for the State of Colorado, Alec Romero of MYR Group, Inc., MYR Transmission Services, Inc., MYR Energy Services, Inc., The L.E. Myers Co., E.S. Boulos Company, and Huen Electric, Inc. who acknowledged that the foregoing is his free and voluntary act and deed on behalf of said corporation.



Notary Public

My Commission Expires 1-24-27

BID FORM

Table of Articles

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

This Bid is submitted by: The L. E. Myers Co

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068**

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>Addendum 1</u>	<u>09/24/2025</u>
<u>Addendum 2</u>	<u>10/01/2025</u>
<u>Addendum 3</u>	<u>10/06/2025</u>

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

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

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which

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

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

- 5.01 Proposal No. 1 – All labor and materials for the installation of required equipment for the distribution substation all as detailed in the specifications and drawings.
- 5.02 The contractor shall be required to furnish all material and labor, use of tools, and use of their equipment as required for the construction of the project, as required to make a complete working system.
- 5.03 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Price: \$ 8,350,317
Allowance: \$150,000
Total Bid Price: \$ 8,500,317

5.04 Allowances

A. General

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

B. Allowances

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

C. Allowance Disbursement

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

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:
 - a. Allowance No. 1 – Include the stipulated sum of **\$150,000.00** for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

6.01 Based on an award date in October 2025, the project shall meet the proposed schedule below:

- Mobilization: Weather Dependent (Contractor can mobilize as soon as they are able)
- Transformer Delivery Date: Currently in storage at Rochelle
- Switchgear Delivery Date: TBD. BHMG to coordinate with vendor on desired delivery date
- UG Cable: TBD
- ~~Foundations Poured: 3/1/26~~
- ~~Substantial Completion: 9/4/26~~ Please refer to schedule attached with the deliverables

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

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

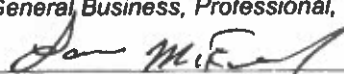
ARTICLE 8 – NOT USED

ARTICLE 9 – DEFINED TERMS

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

ARTICLE 10 – BID SUBMITTAL

10.01 If this Bid is submitted by a Corporation:

Corporation Name: The L. E. Myers Co.
State of Incorporation: Delaware
Type: Professional
(General Business, Professional, Service, Other)
By: 
(Signature – attach evidence of authority to sign)
Name: Lance McFarland
Title: District Manager
(Corporate Seal)
Attest: 
(Signature of Corporate Secretary)
Business Address: 1655 Hubbard Ave Decatur, IL 62526
Phone: 217-859-2921
Email Address: lmcfarland@myrgroup.com

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

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

END OF SECTION

ID	Task Name	Duration	Start	Finish	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September
1	Centerpoint Substation	216.25 days	Mon 11/3/25	Thu 9/10/26											
2	Civil Work -	204.25 days	Mon 11/3/25	Mon 8/24/26											
3	Mobilization 1	204.25 days	Mon 11/3/25	Mon 8/24/26											
4	Mobilization	2 days	Mon 11/3/25	Tue 11/4/25											
5	Layout/ Silt Fence	5 days	Wed 11/5/25	Tue 11/11/25											
6	Strip Topsoil/ Stockpile	13 days	Wed 11/12/25	Mon 12/1/25											
7	Cut/Fill Grading	16 days	Mon 12/1/25	Mon 12/22/25											
8	Install Culverts	5 days	Mon 12/1/25	Fri 12/5/25											
9	Replace Topsoil	5 days	Tue 12/23/25	Tue 12/30/25											
10	Install Manholes and Vaults	8 days	Tue 12/23/25	Mon 1/5/26											
11	Install Access Road Aggregate Base	4 days	Tue 12/23/25	Mon 12/29/25											
12	Prep Rebar	2 days	Fri 12/26/25	Mon 12/29/25											
13	Install Drilled Pier Popundations	3 days	Tue 12/30/25	Fri 1/2/26											
14	Install Transformer Pad	17 days	Mon 1/5/26	Tue 1/27/26											
15	Install Switchgear Pad	18 days	Mon 1/12/26	Wed 2/4/26											
16	Install Bollards	1 day	Thu 2/5/26	Thu 2/5/26											
17	Backfill/Grade Site	3 days	Fri 2/6/26	Tue 2/10/26											
18	Demobilize	2 days	Wed 2/11/26	Thu 2/12/26											
19	Mobilization 2	40.25 days	Mon 6/29/26	Mon 8/24/26											
20	Mobilize	1 day	Mon 6/29/26	Mon 6/29/26											
21	Precast Fence Installation	26 days	Tue 6/30/26	Wed 8/5/26											
22	Substation Rock Surface	5 days	Fri 8/7/26	Thu 8/13/26											
23	Entrance Road Asphalt Pavement	5 days	Fri 8/14/26	Thu 8/20/26											
24	Clean Up/Demobilize	2 days	Fri 8/31/26	Mon 8/24/26											
25	Electrical Work	121.25 days	Mon 3/23/26	Thu 9/10/26											
26	Mobilize	1 day	Mon 3/23/26	Mon 3/23/26											
27	Material Inventory	2 days	Tue 3/24/26	Wed 3/25/26											
28	Duct bank Installation Inside the Substation	20 days	Thu 3/26/26	Wed 4/22/26											
29	Below Grade Grounding	17 days	Thu 4/23/26	Fri 5/15/26											
30	Below Grade Conduits	5 days	Mon 5/18/26	Fri 5/22/26											
31	Duct bank Installation Outside the Substation	52 days	Thu 4/23/26	Tue 7/7/26											
32	Install Steel Structures	1 day	Wed 7/8/26	Wed 7/8/26											
33	It is in the Assumption that LEM is Ready for Transformer and Switchgear to be Unloaded by Others at this Time	2 days	Thu 7/9/26	Fri 7/10/26											
34	Above Grade Grounding	5 days	Mon 7/13/26	Fri 7/17/26											
35	Boring and Installation of Underground HDPE	20 days	Mon 6/22/26	Mon 7/20/26											
36	Install Control House Steps	1 day	Mon 7/20/26	Mon 7/20/26											
37	Substation and Heavy UG Cable Pulling and Termination Inside the Substation	10 days	Tue 7/21/26	Mon 8/3/26											
38	Heavy Underground Cable Pulling and Termination	13 days	Mon 8/3/26	Wed 8/19/26											
39	Signage and Nameplates	3 days	Thu 8/20/26	Mon 8/24/26											
40	Clean Up	5 days	Tue 8/25/26	Mon 8/31/26											
41	Switchgear Grounding Test Equipment is quoted 40-44 weeks. Commissioning and Testing is contingent upon the availability of the Equipment	7 days	Tue 9/1/26	Thu 9/10/26											
42															
43															
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An MYR Group Company

CAPABILITIES & EXPERIENCE

IN ELECTRICAL CONSTRUCTION

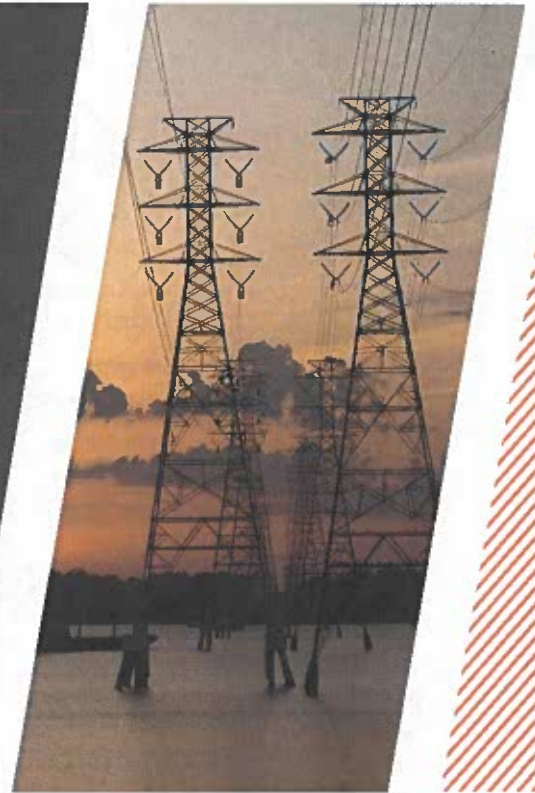
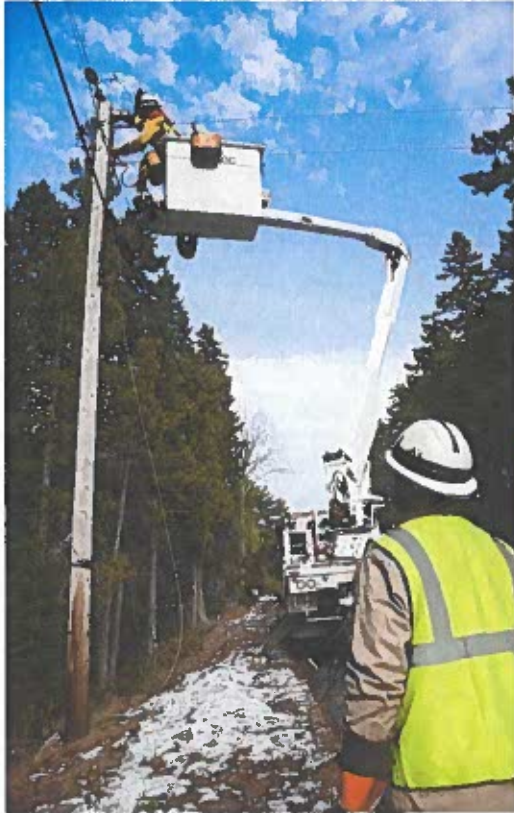


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ABOUT THE L.E. MYERS CO.

Established in 1891, The L.E. Myers Co. (L.E. Myers) has successfully completed hundreds of substation, transmission line and distribution system projects throughout the Midwest, Northeast and Southeastern U.S.

We deliver a complete range of services including power line construction, telecommunications infrastructure, emergency restoration and traffic signalization and possess extensive expertise providing services in congested urban environments.

Our offices, as well as management, manpower, equipment and fleet resources, are conveniently located throughout the Midwest, Northeast and Southeast, providing accessibility throughout the regions we serve.

Our years of experience provide us with an arsenal of knowledge regarding issues unique to the region when it comes to topography, weather conditions, permitting/ ROW/ landowner relations, regional laws and regulations, familiarity with local and regional subcontractors and union and labor relations.

As an operating subsidiary of MYR Group Inc. (MYR Group), L.E. Myers offers customers the benefit of extensive, nationwide resources in equipment and manpower, industry-leading safety statistics and programs, management expertise and financial backing.

Along with national presence and continued growth, we adamantly strive to maintain strong local presence and support by offering such advantages as a single point-of-contact for clients, an emphasis on personal responsibility on all projects, and flexibility and adaptability to conform to client methods and standards.



[View the milestones that sculpted L.E. Myers](#)



ABOUT MYR GROUP INC.

MYR Group Inc. consists of long-established and successful electrical contractors with the expertise, resources, tools, equipment, and financial backing required for some of the United States and Canada's most challenging electrical infrastructure projects.

MYR Group offers an array of electrical construction services through its Transmission & Distribution (T&D) and Commercial & Industrial (C&I) divisions, and consists of the following subsidiaries:

CSI Electrical Contractors, Inc.	The L.E. Myers Co.
E.S. Boulos Company	MYR Energy Services, Inc.
Great Southwestern Construction, Inc.	Powerline Plus Ltd.
Harlan Electric Company	Sturgeon Electric Company, Inc.
High Country Line Construction, Inc.	Sturgeon Electric California, LLC
Huen Electric, Inc.	Western Pacific Enterprises Ltd.

→ QUICK FACTS

 1891 ROOTS 130+ years of building & maintaining critical electrical infrastructure	 \$3.36B Reported revenue for the full year of 2024	 TOP 5 ENR U.S. Specialty Electrical Contractors for 25+ years in a row with Engineering News-Record (ENR)	 65+ Locations throughout U.S. & Canada
 MYRG Publicly traded on NASDAQ	 8,500+ Employees throughout U.S. & Canada	 HEADQUARTERS 12121 Grant Street, #610 Thornton, CO 80241 Phone: 303.286.8000	

OUR CORE CAPABILITIES

L.E. Myers provides a complete range of capabilities within the electrical construction industry. Since 1891, L.E. Myers has provided electric utilities, municipalities, cooperatives, government agencies and private developers with the resources and experience necessary to execute successful transmission, distribution, substation, and renewable energy projects.



TRANSMISSION
Construction



DISTRIBUTION
Construction



SUBSTATION
Construction



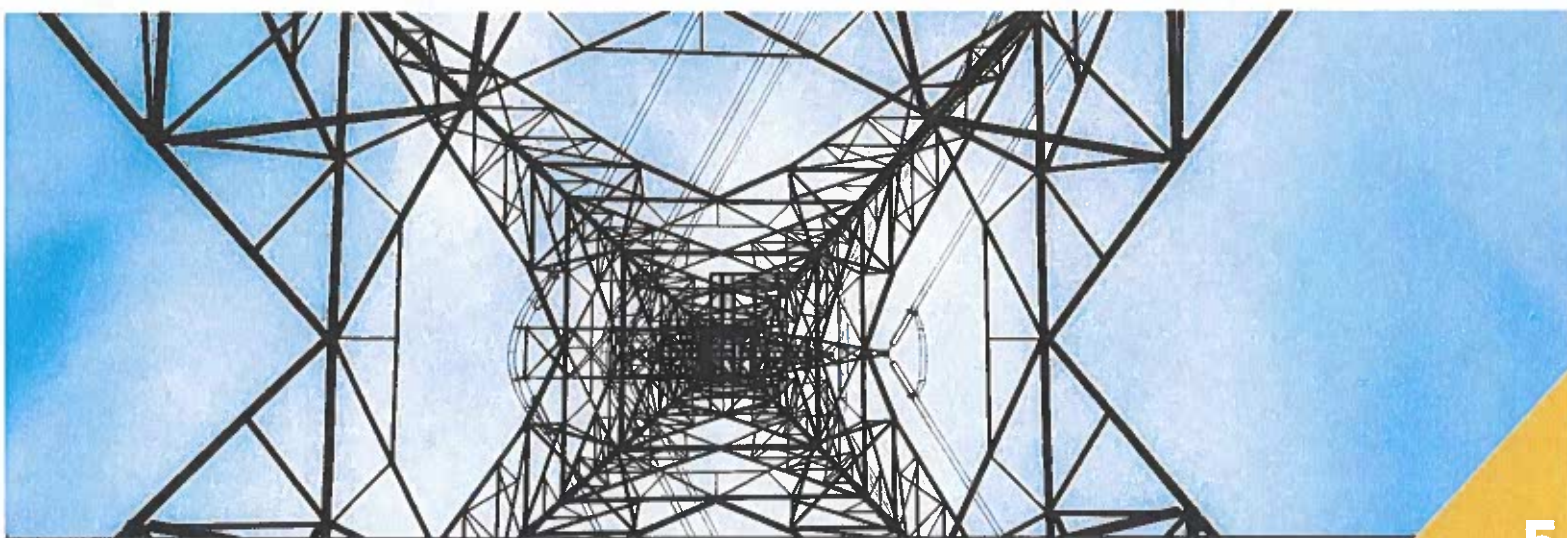
EMERGENCY
Restoration



CLEAN
Energy



EPC
Services



OUR LOCATIONS

MYR Group subsidiaries operate an extensive network of offices throughout the U.S. and Canada. This allows us to combine local management controls and far-reaching resources to provide clients with the stability, quality, and responsiveness they require during project execution. Our extensive presence, craft personnel and management resources, and fleet of specialized construction equipment allow for efficient mobilization to execute projects of all scopes and sizes.

- L.E. Myers Locations
- Other MYR Group Subsidiary Locations



65+ MYR GROUP
OFFICE LOCATIONS
**IN THE UNITED STATES
& CANADA**

SAFETY

At L.E. Myers, safety is a constant state of mind, ingrained into our attitudes, values, goals and behaviors; because we know simply having the best training, tools and equipment, and processes and procedures aren't enough to keep us safe. We are proud of our behavioral commitment to safety and strong culture—built upon tenacious management commitment, considerable employee involvement, top-notch training programs, industry involvement, and constant focus on innovation and continuous improvement.

Our dedication and efforts result in outstanding safety performance and help to maintain our industry-leading reputation as a top specialty electrical contractor.



SAFETY
IS AT THE CORE OF
EVERYTHING WE DO.

TRAINING

We prioritize the training and development of our employees, so they are equipped with the latest, most comprehensive and accurate information possible. Through a combination of quality programs that focus on both tactical skills and human behavior, we can improve employee performance, increase engagement, reduce turnover, and enhance morale.

We utilize Vector Solutions, or QuickBase, for observation data depending on requirements. These programs allow the team to receive real-time visibility into what is happening on the ground, which enables our Safety Professionals to actualize the data and trends to get ahead of any potential safety issues first-hand. Information can be shared with stakeholders, customers, and with crews for daily and weekly safety topics/meetings.

L.E. MYERS 2024 SAFETY STATISTICS



EXPERIENCE
MODIFICATION RATE

0.49



TOTAL CASE
INCIDENT RATE

1.29



LOST CASE
INCIDENT RATE

0.12



TOTAL HOURS
WORKED

1.70M

INDUSTRY INVOLVEMENT

We are an active member and partner to industry organizations and groups that support strategic industry initiatives. Our memberships, partnerships, and sponsorships reflect our values while strengthening our ESG efforts. Below are a few examples of our industry partnerships and memberships.

→ Electrical Transmission & Distribution Partnership

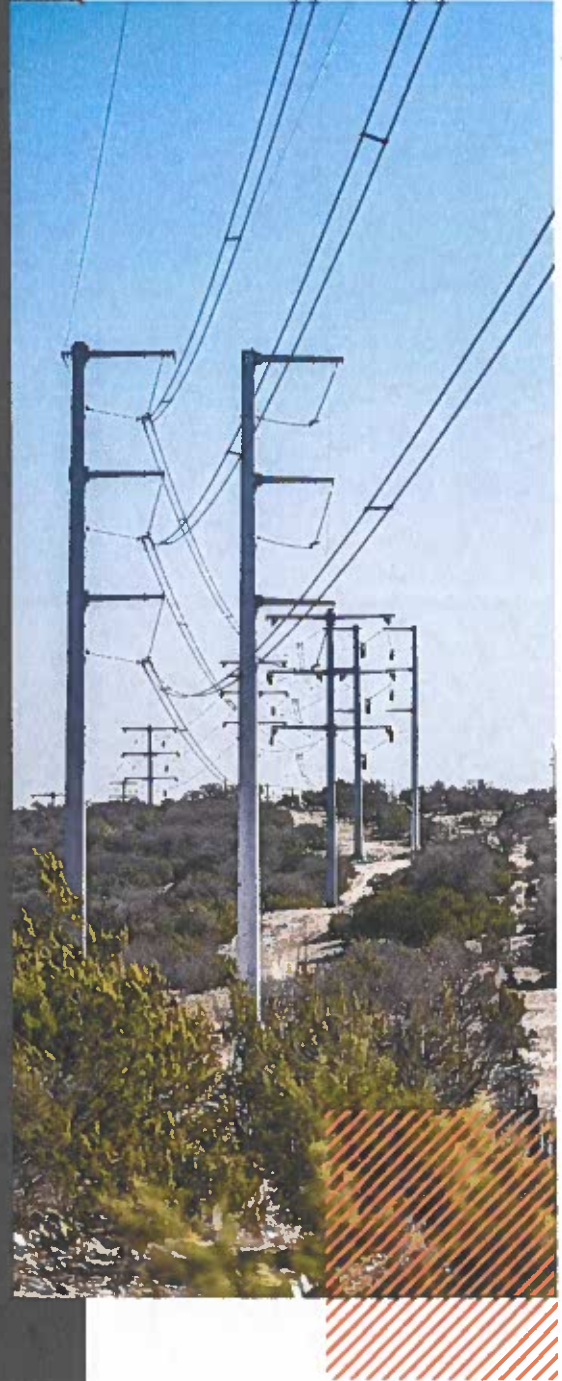
MYR Group is an active member in the Electrical Transmission & Distribution Partnership (ET&D). In 2004, MYR Group was one of the five founding companies of the ET&D, which highlights an alliance of corporations, organizations, and government agencies to promote the first-ever industry-specific safety initiative.

→ OSHA Voluntary Protection Program (VPP)

OSHA's VPP STAR status is the highest recognition level awarded by OSHA for workplace safety and health. MYR Group is proud to have two subsidiaries that have maintained VPP STAR status since 2008. We continually push forward to remain at the forefront of health and safety and consistently renew our districts in the VPP Program, as well as add more districts across the company into this prestigious program through MERIT and STAR status.

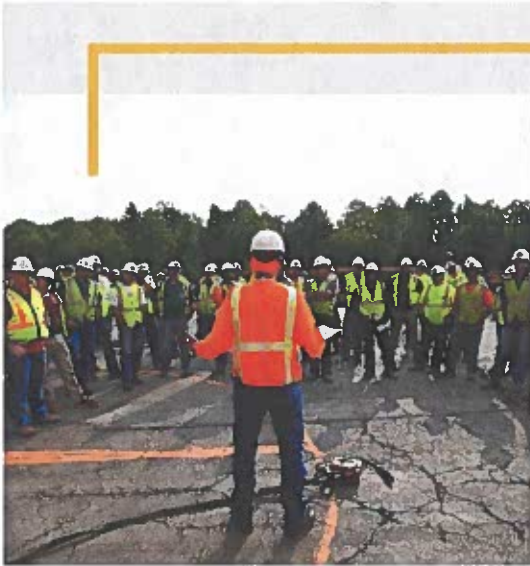
→ Trade Associations, Apprenticeships Organizations, and Labor Unions

We maintain partnerships with nationwide line schools and electrical apprenticeship training programs, are actively involved in industry boards and committees, and work collaboratively with local union halls through the International Brotherhood of Electrical Workers (IBEW) and National Electrical Contractors Association (NECA).



EQUIPMENT & LABOR RESOURCES

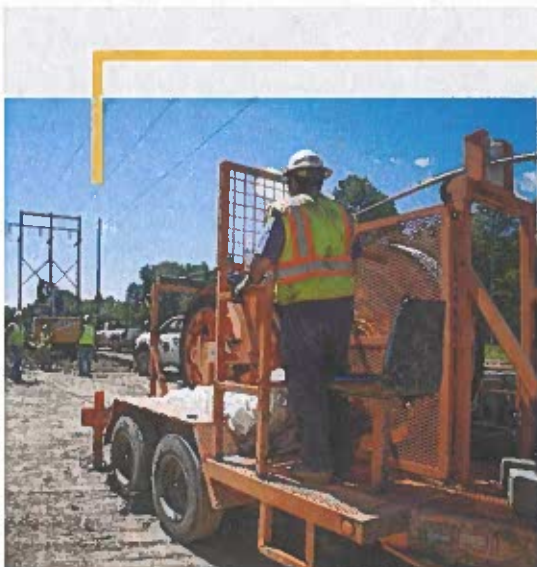
As an operating subsidiary of MYR Group, L.E. Myers has access to one of the largest fleets in the industry and a nationwide network of experts and will work closely with clients on projects to manage workloads and resource requirements. A significant strength of being an MYR Group company is our ability to move qualified supervision and resources to support our commitments to customers.



SKILLED WORKFORCE

Collectively, MYR Group subsidiaries include the expertise of more than 8,500 employees located throughout the U.S. and Canada. MYR Group subsidiaries and district offices include a wide array of seasoned industry experts, ranging from corporate, management, administrative, and field personnel.

We often collaborate to share expertise, insight, best practices and lessons learned on projects; and have the ability to share and scale personnel resources as needed.



EXTENSIVE FLEET RESOURCES

MYR Group owns and operates a centrally managed fleet to ensure our customers have quick access to a full complement of up-to-date equipment with superior availability and improved cost. Through long-standing vendor relationships across the country, we have priority to purchase or rent the hard-to-find equipment our clients need to keep projects moving forward and help reduce costs in the process.

Backed by highly experienced management teams, we work together with our operational leaders and customers to plan and execute projects where clients only use and pay for the specialized equipment they need.

The majority of MYR Group subsidiaries are a large employer in IBEW Local Union jurisdictions, and participate on national and local levels with Joint Apprenticeship Training Committees, enabling us to influence the number of apprentices that can be brought into the program.

PROJECT MANAGEMENT CAPABILITIES



Capturing our client's most critical needs, identifying potential challenges, and mitigating risk are key to achieving successful project outcomes. This requires thorough planning and the anticipation and quick resolution of potential issues before construction begins.

We provide our clients with comprehensive preconstruction solutions, including conceptual budgeting and estimating, constructability reviews and engineering, and efficient pricing models, which lead to projects that finish on time and on budget.

Our success can be attributed to decades of industry experience, client relationships, and a skilled workforce. We provide solutions for your most complex and intricate projects.



**PRE-CONSTRUCTION
SERVICES**



PROJECT CONTROLS



**PROCUREMENT /
MATERIAL MANAGEMENT**



SUBCONTRACTING PLANS



EQUIPMENT PLANS



COMMUNICATION PLANS



**HEALTH, SAFETY, &
ENVIRONMENTAL PLANS**



**QUALITY ASSURANCE/
QUALITY CONTROL PLANS**

CONTRACTOR LED EPC PROJECT DELIVERY

We often serve as the prime contractor, combining expertise with proven partners to create a best-in-class team that provides maximum quality, safety, and cost efficiency to meet our client's goals. From the earliest planning stages through project delivery, we commit the necessary resources to achieve cost-effective and efficient results.



→ OUR EPC SOLUTION OFFERS:

- Diverse expertise & skill sets
- A single point of contact
- Cost competitive models with transparency on how project decisions impact cost
- Reduced project timelines with defined in-service dates
- Construction pragmatism and early constructability analysis
- Ability to see things from the customer's perspective
- Assumption of many project risks while preventing contractual carve-outs & unnecessary project costs
- Optimized subcontractor productivity & performance
- Engineers on staff to manage engineering process and any hired partner Engineer of Records
- Accountability throughout all project phases

ENGINEERING EXPERTISE

We have built a strong team of engineering partners with extensive industry experience to work collaboratively with our customers. Our approach not only seeks to identify opportunities that maximize value, but we strive to understand the needs of our clients and the project specifications to ensure the design yields both long-term performance and cost savings.

MATERIALS PROCUREMENT

Our in-house procurement and materials management capabilities maximizes value and economies of scale. Through relationships with trusted and established manufacturers and suppliers, we minimize transactional costs, supplier risk, and often present alternatives during the estimating process. We oversee the entire process from materials specification and ordering, scheduling, material delivery and quality assurance, to installation.



CONSTRUCTION MANAGEMENT

Our construction management team's involvement is not limited to periods of project construction. Decisions and processes established during concept development and design enable construction management success. Early integration is beneficial to help identify and address issues that pose significant cost/schedule impacts, as well as opportunities for driving increased value and reduced risk.

SUPPORTING SUSTAINABILITY

Building a sustainable future for our people, clients, and communities.

Focusing on our carbon footprint, protecting the safety and wellbeing of our people, and supporting the communities where we live and work remain a top priority as we continue to provide critical electrical infrastructure services that help power a clean energy future.

The framework that guides our efforts is a parts-to-whole relationship between environmental stewardship, social sustainability, and corporate governance, surrounded by the focus of a safety-first culture.



→ ENVIRONMENTAL

- Reducing Our Impact on Projects
- Long Term Partners in the Clean Energy Transformation
- Operating Responsibly

→ GOVERNANCE

- Corporate Governance
- Emphasis on Strong Board Composition
- Establish Policy and Guidance

→ SOCIAL

- Investing in Our People
- Fairness and Opportunity
- Giving Back to Our Communities



View our 2024 Corporate Responsibility Report



ENVIRONMENTAL MANAGEMENT

From early project planning through post-construction, together with third-party environmental teams, we develop and maintain strict environmental standards and programs that meet all applicable project requirements. Our project teams are versed in developing, managing, and adhering to environmental compliance standards with respect to a wide range of site conditions.



ENVIRONMENTALLY SENSITIVE PROJECTS

Central East Energy Connect | LS Power Grid

In the northeast, we constructed the Marcy to New Scotland project, which consists of nearly 100 miles of 345kV transmission construction in New York. We worked in conjunction with local agencies and business partners, to ensure the proper execution of Article VII. Our efforts included filing necessary documentation, meeting and exceeding environmental regulations, and adhering to all identified requirements.

Gateway-Roxford | Ameren

Originally installed in 1968, the existing steel lattice towers needed replacing along the 13.52-mile stretch of transmission line, going from the new Gateway substation to the existing Roxford substation, which was also rebuilt as a double circuit 345kV transmission line. With more than half the line's stretch located on Chouteau Island in the Mississippi River, much of the project included two river crossings and was primarily accessible via weight-limited bridges. A majority of the towers were located within the 100-year floodplain of the Mississippi River, so the new lattice towers were constructed on platforms to match the 100-year floodplain for resiliency to the flood prone right-of-way. The project required an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA), resulting in a Finding of No Significant Impact (FONSI) decision notice. The project's permits required strict environmental impact compliance such as access matting to prevent rutting from equipment and construction operations.

Maine Power Reliability Program (MPRP) | Central Maine Power

L.E. Myers crews constructed and rebuilt more than 1,000 structures and strung 210 miles of 345kV and 115kV transmission lines throughout northeastern Maine as part of this critical program – the state's largest energy infrastructure project at that time. Environmental monitoring was a key aspect of this project, requiring strict compliance with regulations from the Maine Department of Environmental Protection, the Army Corps of Engineers, and third-party inspectors. We maintained a full-time environmental team, working closely with government inspectors to manage environmental considerations. The permitting process involved over 5,000 pages of permits, and strict scheduling was driven by environmental restrictions, especially concerning water protection and minimizing land impacts. We implemented extensive erosion controls, including timber mats, silt fences, and water diversions, to prevent contamination of wetlands, streams, and rivers. Archaeological sites were protected, and wildlife management efforts focused on eagle and osprey habitats, ensuring minimal disruption to nesting and work schedules.

TRANSMISSION

L.E. Myers' far-reaching capabilities encompass the design, construction, and maintenance of transmission facilities ranging from 69kV to 765kV. We have a full range of experience and capabilities to manage all phases of high-voltage electrical construction from material procurement, structure erection, wire stringing, and overall project management. We have experience with every type of structure, foundation, voltage, and terrain; and can provide the labor and equipment resources required for projects of all sizes and scopes.



→ SERVICES

- Planning, pre-construction, value engineering
- Licensing/permitting
- Conductor stringing
- Tower assembly and erection
- Fiber testing
- Foundations/civil construction
- Materials management/procurement
- Environmental management/compliance
- Landowner relations
- Security services
- Traffic management
- Drone services
- Project closeout



NOTABLE TRANSMISSION PROJECTS

Fentress to Yadkin 500kV Rebuild

Dominion Energy | In Progress

Construction of approximately 13.5-mile wreck and rebuild existing 588 line on engineered monopoles near Chesapeake, VA. This includes adding a new 5005 single-circuit 500kV line adjacent to the 588 line simultaneously. All structures will be heavy engineered steel monopoles on vibratory caissons or concrete multi-pile foundations.

Howard to Bucyrus Line Rebuild

American Electric Power | Dec. 2024

This project was a wreck out and rebuild of 19.73 miles of 2 bundle 500kV line. We installed single circuit three-phase triple bundle conductor and 71 lattice structures on drilled pier foundations. Our all-inclusive scope also included access installation, E&S installation and management, temporary and final rehab and restoration, and foundation installation.

Central East Energy Connect **VIDEO** [Click to View](#)

LS Power | Dec. 2023

For the Central East Energy Connect, which spans 93 miles of an existing utility-owned transmission line, L.E. Myers crews reconducted 230kV and 345kV transmission lines on existing structures and removed 230kV transmission lines on H-frame structures, replacing them with 345kV steel monopole structures in single- and double-circuit configurations.

Loudoun-Ball Run Rebuilds

Dominion Energy | June 2023

This project consisted of transmission rebuilds on 57 various 230kV structures.

ADDITIONAL TRANSMISSION PROJECTS



LU Riverton-Neosho Line

Empire District Electric Company | Dec. 2022

Scope included wreckout and rebuild of 25.5 miles of 161kV transmission line, including 20.1 miles of 69kV double circuit.



Gateway to Roxford 345kV Line

Ameren Illinois Distribution | Dec. 2021



L.E. Myers served as both the general contractor and electrical contractor for the Gateway to Roxford 345kv transmission line, a 13.52-mile stretch from substation to substation. This project included the removal of all existing COR-TEN lattice towers and driven pile foundations, as well as the existing conductor. Old materials were replaced by 59 self-supporting lattice towers, ranging from 93-235 feet, and the installation of a double-circuit, double bundled 795 kcmil ACSS conductor. The project also required the installation of two overhead optical ground wire (OPGW) shield wires and permanent lighting, as mandated by the FAA.



SGS – RCE Reconductor

Seminole Electric Cooperative, Inc. | Oct. 2021

This project included the reconductoring of the SGS-RCE line with 1590 ACSR and removing the current 1780 SD wire. The project involved 14 different wire pulls with multiple hot distribution crossings, a total of 39 structures, and the line route was approximately 8.5 miles.

50 Avenue NW EPC Transmission Lines

MidAmerican Energy Company | Aug. 2020

This EPC project included the relocation of 0.85 miles of 345kV transmission line, construction of three new, 161kV transmission lines totaling 5.4 miles and relocating an additional 0.5 mile of 161kV line. L.E. Myers was responsible for all above grade construction and material procurement for our work. The transmission lines were a mix of steel poles on drilled pier foundations and direct embedded steel and wood poles. Conductor installed included T2-556 ACSR and bundle 795 ACSR and OPGW.

Limestone – Gibbons Creek Transmission Line

Cross Texas Transmission, LLC (CTT) | Apr. 2018

This Limestone to Gibbons Creek 345kV Transmission Line connected two major substations – Limestone and Gibbons Creek – in southeast Texas with 68 miles of 345kV double-circuit transmission line. L.E. Myers Co. provided construction management, material procurement, and construction services, including right-of-way clearing, environmental controls, foundation installation, structure assembly and erection, and conductor stringing.

SUBSTATIONS

L.E. Myers performs substation, collector system, and switchyard construction from the ground-up including engineering, material procurement, site work, foundation construction, grounding systems, steel erection, bus work installation, welding, power and control cable installation, testing, and finish rock for stations from 34.5kV to 765kV. We have also constructed static car compensation stations and stations requiring sophisticated dynamic var systems and capacitor bank systems.



→ SERVICES

- Planning, pre-construction, value engineering
- Panel fabrications for cabinets
- Welding/buss work
- Offloading/construction of control buildings
- Control cable/terminations/wire work
- Pad construction
- Above grade work
- Security barrier fencing
- Foundations / civil construction
- Materials management/procurement
- Drone services
- Project closeout



NOTABLE SUBSTATION PROJECTS

Southwest Substation

AES Indiana | In Progress

The project includes the replacement of existing 34kV open air equipment for the North and South bank with two new 34kV metal clad switchgears.

Key Largo Substation

Florida Keys Electric Cooperative Association | Jan. 2024

This project scope included the new construction of a substation in Key Largo, FL.

Raccoon Mountain Substation

Tennessee Valley Authority | 2024

Substation construction involved the rebuild of the Raccoon Mountain 500kV and 161kV substations. The work consisted of a well-planned strategy of pre-outage, outage, and post outage work to be completed in a 6-week dewatering outage. The scope consisted of installing all new foundations, conduit, cable tray, cables, breakers, switches, bus, steel, relay racks, relay components and other panel equipment inside the switch house.

Guion Substation

AES Indiana | Dec. 2023

The project involved the expansion of the 345kV and 138kV substation. Also included is the modification/expansion of the ground grid, relocation of existing fence and equipment due to substation yard expansion, and all protection & control schemes required to support the new equipment.

ADDITIONAL SUBSTATION PROJECTS



Fargo Substation 138kV

Ameren Illinois Distribution | May 2023

The substation upgrade consisted of a near complete rebuild of the 138kV side including the replacement of seven breakers and 20 disconnect switches. This project also included a significant relay upgrade with remote network connections.

IPL Stout Substation

AES Indiana | Aug. 2022

The project included the expansion and reconfiguration of the existing 345kV substation to a ring bus. To accommodate this, an addition was made of one three-phase IPO 345kV circuit breakers, two motor-operated disconnects, new buswork to connect to the new tie-breaker, and an expansion of the substation fence and grounding grid.



Rawlings Security Barrier

Sagrent & Lundy | July 2022

This project consisted of building a new security barrier around existing 500kV substation in Warfield, VA. New foundations for the post and panels were installed.



IPL Fiber Replacement

AES Indiana | Dec. 2021

This project replaced fiber on nine line segments and pole changeouts throughout Indianapolis. Also included was replacing existing shield wire with OPGW on structures, replacing at least 101 wood pole structures, and installing 29 splice boxes.

Diamond Star Substation

Ameren Illinois Distribution | June 2021

L.E. Myers crews constructed a new 138/12kV distribution substation and partial rebuild of existing substation yard. Foundations, grounding, and conduit for the 138kV and 12kV substation equipment were included in the project.

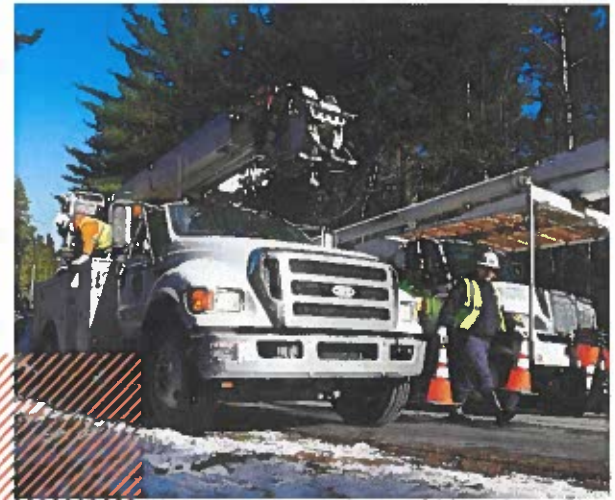
50 Avenue NW Substation

MidAmerican | 2021

L.E. Myers performed all the above-grade construction and procured materials for this project, which included building a greenfield 161kV substation, relocating nearly one mile of 345kV transmission line, constructing three new 161kV transmission lines totaling 5.4 miles, and relocating an additional half mile of 161kV line. At the substation, crews installed the major electrical equipment, including 161kV circuit breakers, motor- and manually operated switches, capacitor voltage transformers, and potential and current transformers.

DISTRIBUTION

We have constructed and maintained thousands of miles of overhead and underground distribution projects from new development in rural areas to urban repair and rebuild projects, working in a variety of energized and de-energized conditions. We have several long-term and established partnerships with a variety of clients to perform distribution line construction and maintenance services.



→ SERVICES

- Pole Removal/Replacement
- Overhead Work
- Underground Work
- Smart Grid Technology Installation
- Ongoing Maintenance
- Joint Trench
- Wire Stringing
- Panel fabrication



NOTABLE DISTRIBUTION PROJECTS

Ameren Illinois Company | IL | 1996-2025

Distribution maintenance, storm work, rebuild, and underbuild projects.

CenterPoint Energy | TX | 1968-2025

Full range of distribution construction services, including: overhead 12kV and 34.5kV distribution, pole replacement, and underground URD.

Citizens Electric Corp. | MO | 2013-2025

Various overhead maintenance and construction, and 3.6 miles of 69kV steel pole line new construction in Fruitland.

City of Lake Worth | FL | 2019-2023

Various overhead and underground distribution work, storm restoration, and circuit conversions.

CPS Energy | TX | 2003-2024

Various streetlight projects and maintenance.

Menard Electric Coop | IL | 2017-2025

Various overhead distribution maintenance and repair projects.

Omaha Public Power District | NE | 2009-2024

Various overhead distribution projects and maintenance.

Prairie Power Inc. | IL | 2017-2025

Various distribution projects and maintenance.

Xcel Energy | MN, WI, SD | 2023-2025

Various overhead distribution projects and maintenance.

EMERGENCY RESTORATION

We restore power to electrical utilities, cooperatives, municipalities, private developers, government clients, and other transmission owners throughout the continental U.S. from damage caused by ice storms, wind storms, hurricanes, tornadoes, lightning, and earthquakes. We have the personnel and equipment resources required to quickly and efficiently respond to our clients most critical needs.



→ SERVICES

- Transmission
- Overhead Distribution/Communication
- Underground Distribution/Communication
- Substation
- Energized & De-energized Line Work
- Line Crews Dispatched Immediately During Business Hours
- 24-hour Emergency Dispatching
- Nationwide Coordination
- Heavy Equipment Mobilized within 48 Hours
- Immediate Access to 1,000+ Vehicles/Equipment



NOTABLE RESTORATION PROJECTS

Hurricane Beryl

Texas | Jul. 2024

Crews from L.E. Myers were called into Hurricane Beryl, which hit Houston as a Category 1 hurricane on July 8, knocking out power for nearly three million people.

Hurricane Helene and Milton

South East | Sept. & Oct. 2024

 **VIDEO** [Click to View](#)

Largest storm response to date with over 370 lineworkers, mechanics, safety specialists, and other support staff at the peak of the effort after the Category 3 hurricane made landfall. Lineworkers from L.E. Myers and other MYR Group subsidiaries traveled to Florida from all over the United States.

765kV Storm Restoration

Ohio | Apr. 2024

In the wake of a tornado that touched down in the Midwest, a local utility called on L.E. Myers for storm damage restoration. The overall scope of this project included emergency cleanup and site securing of a felled 765kV structure, multiple span wire repairs due to wind debris damage, and the installation of a new 765kV structure and conductor.

Hurricane Ida and Nicholas

Louisiana, Texas | Sept. 2021

The northwestern Gulf Coast was decimated by back-to-back Hurricane Ida and Hurricane Nicholas over a three-week period. L.E. Myers crews were dispatched to help with cleanup and power restoration across the impacted states.

Midwest Derecho

Iowa | Aug. 2020

A severe derecho swept across the Midwest causing extensive damage throughout its path stretching from Nebraska to Wisconsin and Indiana. Our crews performed storm work for MidAmerican Energy Company and ITC to restore power to 585,000 customers in Iowa who were without electricity.

CLEAN ENERGY

We provide a wide range of contracting services for solar, battery storage, and other renewable energy facilities throughout the U.S., including engineer-procure-construct (EPC) and general contracting (GC) forms of project delivery. Through these partnerships, we focus on innovative engineering, timely procurement, and quality construction that result in economically feasible projects delivered on time and on budget.



→ SERVICES

- Permitting
- Procurement
- Engineering & Design
- Site Development, Grading & Infrastructure
- Module, Raceway, Conductor & Power Center Installations
- Battery Procurement & Installation
- Foundations Installation
- Tracker & Racking Installation
- Construction & Materials Management
- Substation & Transmission Line Interconnects
- Testing & Commissioning
- O&M Service
- Environmental Services



NOTABLE CLEAN ENERGY PROJECTS

Panther Creek Collection System | IL | Nov. 2024

Scope included the trench and install of 58,000-feet of collector cable and fiber for 16 wind turbines, ground and install conduits at turbines, install 16 pad mount transformers (1 at each turbine), and terminate cables.

Speedway Solar | IN | June 2024

The project included a 345/34.5kV substation and a 345kV eight structure transmission line as part of solar development.

Bartonsville Solar Substation | VA | Aug. 2023

This project consisted of substation construction for the Bartonsville Solar project in Stephens City.

Coastal Virginia Offshore Wind | VA | March 2020

This EPC project consisted of offshore HDD conduit and two interconnect stations for two 6 MW generators. Our scope of work involved design, supply, construction, installation, termination, connection, testing and post-installation commissioning activities for major components including the offshore HDD conduit, interconnection cabinet, and grid connection preparation.

Camp Grove Wind 138kV Repairs | IL | June 2017

Repaired 18 138kV wood poles due to wind damage.

Solar Panels for SunEdison | MD | June 2010

Solar panel installation including concrete, support structures and tracker system. Smart combiner box with weather system.

PERFORMANCE PARTNERSHIPS

Our performance partnerships are collaborative working environments that consist of fully integrated teams comprised of key client and contractor personnel. Working together, we foster common goals which improve communication and decision making, while reducing cost and schedule inefficiencies.



NOTABLE PARTNERSHIPS

Ameren | IL | Ongoing Since 1996

We perform a full range of transmission, substation and distribution work to Ameren and its underlying utility operating subsidiaries (Union Electric, Central Illinois Public Service Company, Illinois Power and Central Illinois Light Company). In early 2005, Ameren went through a selection process to hire alliance contractors for its various operating regions. We were awarded all the Illinois transmission, substation and distribution work for the former Illinois Power and Central Illinois Public Service Company.

CenterPoint Energy | TX | Ongoing Since 1968

For over 50 years, our partnership has consisted of performing a full range of transmission, substation, and distribution construction services. The Pasadena district performs above-ground 12kV to 34.5kV distribution and 69kV to 345kV transmission new construction and rebuilds. Substation services include rebuilds and greenfield construction.

CPS Energy | TX | Ongoing Since 2003

Our partnership has involved performing streetlight maintenance and various transmission projects for over 16 years.

Tennessee Valley Authority | TN | Ongoing Since 1996

Partnership agreement includes performance of transmission (46kV through 500kV) and substation construction/modification on TVA's system throughout its seven state service area. Currently manage over 150 field personnel on TVA property, and about 70 percent of outsourced work. In addition to providing lineman and electricians, we also provide all building trade labor including carpenters, iron workers, operating engineers and cement masons.

Xcel Energy | MN, WI | Ongoing Since 1997

We have a long-standing history of providing transmission work throughout Xcel Energy's Northern States Power (NSP) region. Our team served as an alliance partner through 2018, performing bid, T&E, substation, transmission, and storm restoration work on an annual basis. Currently, we are performing work under Transmission and Storm MSA agreements.

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Redline - Centerpoint Sub Rochelle Municipal Utilities-tjc.pdf Markup Summary

(9)

Contractor's Liability Insurance

A. Contractor shall purchase and maintain third party liability insurance in a policy or policies for the full term of the contract and shall provide the policy or policies to the City of Rochelle for review and approval. The policy or policies shall be in the name of the Contractor and shall cover the Contractor's liability for damages to third parties arising out of the performance of the Work and the Contractor's obligation to indemnify the City of Rochelle for damages to third parties arising out of the performance of the Work.

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Contractor's Liability Insurance

A. Contractor shall purchase and maintain third party liability insurance in a policy or policies for the full term of the contract and shall provide the policy or policies to the City of Rochelle for review and approval. The policy or policies shall be in the name of the Contractor and shall cover the Contractor's liability for damages to third parties arising out of the performance of the Work and the Contractor's obligation to indemnify the City of Rochelle for damages to third parties arising out of the performance of the Work.

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Contractor's Liability Insurance

A. Contractor shall purchase and maintain third party liability insurance in a policy or policies for the full term of the contract and shall provide the policy or policies to the City of Rochelle for review and approval. The policy or policies shall be in the name of the Contractor and shall cover the Contractor's liability for damages to third parties arising out of the performance of the Work and the Contractor's obligation to indemnify the City of Rochelle for damages to third parties arising out of the performance of the Work.

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Contractor's Liability Insurance

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8. Notwithstanding anything to the contrary, additional insured status, waiver of subrogation, payment of deductible and primary

liability to

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8. Notwithstanding anything to the contrary, additional insured status, waiver of subrogation, payment of deductible and primary and/or noncontributory provisions shall only apply to the extent (i) of the respective minimum amounts of insurance coverage this Agreement requires Subcontractor to maintain and (ii) necessary to provide coverage for the indemnity obligations expressly assumed by Subcontractor under the Agreement with respect to bodily injury and property damage.

18. Notwithstanding anything to the contrary, the liability of Contractor and its respective parents, affiliates, or subcontractors rel



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18. Notwithstanding anything to the contrary, the liability of Contractor and its respective parents, affiliates, or subcontractors relating to the Work or this Agreement shall not exceed, in the aggregate, an amount equal to (i) with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Agreement, the minimum coverage amounts required under this Agreement for the policy covering such loss, and (ii) with respect to all other losses, the Contract Price under this Agreement. The foregoing limitation of liability shall be read to the fullest extent of applicable law, and shall not apply to damages to the extent caused by Contractor's gross negligence or willful misconduct.

C. Notwithstanding any provision to the contrary, Contractor shall not be required to provide copies of its insurance policies to O

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C. Notwithstanding any provision to the contrary, Contractor shall not be required to provide copies of its insurance policies to Owner or any additional insured party.

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, NOR THEIR RESPECTIV



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D. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, NOR THEIR RESPECTIVE AFFILIATES, OWNERS, OR SUBCONTRACTORS, BE LIABLE TO THE OTHER FOR: (1) LOSS OF PROFITS OR REVENUE; (2) LOSS OF USE, OPPORTUNITY OR GOODWILL; (3) COST OF PURCHASED OR REPLACEMENT POWER OR CLAIMS OF CUSTOMERS DUE TO LOSS OF SERVICE; (4) COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES; (5) ANY DAMAGES RELATED TO THE DISALLOWANCE, REDUCTION, INABILITY TO CLAIM, OR RECAPTURE OF ANY TAX CREDIT OR BENEFIT; (6) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND; OR (7) ANY DAMAGES RELATED TO THE FAILURE TO RECEIVE FUNDING IN WHOLE OR IN PART, WHETHER ANY OF THE FOREGOING ARISES IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR BY OPERATION OF LAW, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING WAIVER SHALL NOT APPLY TO LOSS OF PRODUCTIVITY, DELAY, OR DISRUPTION COSTS.

D. Notwithstanding anything to the contrary, no warranty related to the Work or the Project shall extend past twenty-four (24) mc



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D. Notwithstanding anything to the contrary, no warranty related to the Work or the Project shall extend past twenty-four (24) months from Contractor's Substantial Completion. CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS THE WARRANTIES IN THIS ARTICLE ARE THE EXCLUSIVE REMEDIES WITH RESPECT TO DEFECTS OR DEFICIENCIES IN THE WORK. Notwithstanding anything to the contrary, Contractor and its sub-subcontractors shall not be responsible for liability arising out of Owner furnished material or engineering and design standards, specifications, or the application thereof.

for which Contractor may be liable under (1)



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for which Contractor may be liable under

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Notwithstanding anything to the contrary, (i) Contractor's maximum liability (including but not limited to liquidated damages, cost



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Notwithstanding anything to the contrary, (i) Contractor's maximum liability (including but not limited to liquidated damages, costs, damages, expense or other liability) for any delays or failure to meet any schedule date or milestone arising out of Contractor's Work shall not exceed five percent (5%) of the Contract Price, (ii) if applicable, the assessment of such liquidated damages shall be Owner's exclusive remedy and Contractor's sole liability, and (iii) Contractor shall only be responsible for such liability to the extent such delay is caused by Contractor and is not otherwise excused under this Agreement or the Contract Documents.

Notwithstanding anything to the contrary, in the event of significant delay or price increase or decrease of material, equipment, c



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Notwithstanding anything to the contrary, in the event of significant delay or price increase or decrease of material, equipment, or energy through no fault of Contractor or in the event of any changes to applicable tariffs, duties, or import/export taxes imposed by governmental authorities, the price and time of completion shall be equitably adjusted by change order in accordance with the procedures herein. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases between the date of our proposal and the date of installation.



**ROCHELLE MUNICIPAL
UTILITIES**

**CENTERPOINT
SUBSTATION**

INSTALLATION CONTRACT

2201 K003

August 29, 2025

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION INSTALLATION CONTRACT

2201 K003

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

Pre-Bid Conference:
September 11, 2025
11:00 a.m.

Location:
Virtual Teams Meeting

Direct inquiries for clarification to:
Chris Couch
BHMG Engineers, Inc.
Phone: 636-237-7823
E-Mail: ccouch@bhmng.com

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



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Line Design Package

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	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. Jacek (Jack) Sykut <u>Jacek Sykut</u> <u>08/28/25</u> Signature Date Discipline: Electrical Engineer, Illinois License # 062-065275 License Expires: 11/30/2025
	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. Jacob Beerman <u>Jacob Beerman</u> <u>08/29/25</u> Signature Date Discipline: Civil Engineer, Illinois License # 062.070821 License Expires: 11/30/2025

INVITATION FOR BIDS

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

Centerpoint Substation
Installation Contract

until 2:00 p.m. local time on October 2, 2025, at the City of Rochelle, 420 N. 6th Street, Rochelle, IL 61068.

A pre-bid conference will be held via a virtual meeting at 11:00 a.m. on September 11, 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 BHMGE Engineers, Inc., 9735 Landmark Parkway Suite 110A, St. Louis, Missouri 63127, Consulting Engineers for the said Board. Please email Amy Wooldridge, AWooldridge@bhmg.com with request.

Bids shall be received for the aforementioned items.

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

The bid shall be marked to identify bid package contents, reference specification 2201 K003.

The successful bidder will be required to:

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

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

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

Date: August 29, 2025

City of Rochelle, Illinois
John Bearrows, Mayor

Instructions to Bidders

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

- 4.01 *Subsurface and Physical Conditions*
- A. The Specification identifies:
1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except

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

4.02 *Subsurface and Physical Conditions*

A. The Specification identifies:

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

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

4.03 *Underground Facilities*

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

4.04 *Hazardous Environmental Condition* *Not Used*

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

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

- 4.06 ~~On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid.~~ Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.07 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.08 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addendum.
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. *Not used*
 - E. Obtain and carefully study ~~(or accept consequences of not doing so)~~ all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

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- F. ~~Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.~~
 - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that ~~Bidder has complied with every requirement of this Article 4, that without exception~~ the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.01 A pre-bid conference will be held at 11:00 a.m. local time on September 11, 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

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 *Not Used*

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 *Not Used*

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 *Not Used*

13.07 *Not Used*

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

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

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

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

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

15.02 Bids shall be submitted no later than 2:00 p.m. local time, October 2, 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: Centerpoint Substation, 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. 6th Street
Rochelle, IL 61068
2201 K003**

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - SALES AND USE TAXES

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

ARTICLE 23 - PREVAILING WAGES

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

END OF SECTION

Non-Collusion Affidavit

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

STATE OF _____

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

Table of Articles

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

This Bid is submitted by: _____

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068**

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

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

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

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which

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

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

- 5.01 Proposal No. 1 – All labor and materials for the installation of required equipment for the distribution substation all as detailed in the specifications and drawings.
- 5.02 ~~The contractor shall be required to furnish all material and labor, use of tools, and use of their equipment as required for the construction of the project, as required to make a complete working system.~~
- 5.03 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: \$

5.04 Allowances

A. General

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

B. Allowances

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

C. Allowance Disbursement

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

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:
 - a. Allowance No. 1 – Include the stipulated sum of **\$150,000.00** for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

6.01 Based on an award date in October 2025, the project shall meet the proposed schedule below:

- Mobilization: Weather Dependent (Contractor can mobilize as soon as they are able)
- Transformer Delivery Date: Currently in storage at Rochelle
- Switchgear Delivery Date: TBD. BHMG to coordinate with vendor on desired delivery date
- UG Cable: TBD
- Foundations Poured: 3/1/26
- ~~Substantial Completion: 9/4/26~~

■ As there is a portion of the work such as completing duct banks, UG cable pulling and termination, which depends on the completion of Distribution, which Owner doesn't have an estimated date yet, Contractor reserves the right submit an additional cost for labor and equipment escalation if applicable.

ARTICLE 7 – ATTACHMENTS TO THIS BID

■ Please refer to schedule submitted with this bid. (As there are items that has long lead time)

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

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

ARTICLE 8 – NOT USED

ARTICLE 9 – DEFINED TERMS

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

ARTICLE 10 – BID SUBMITTAL

10.01 If this Bid is submitted by a Corporation:

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

Phone: _____
Email Address: _____

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

LLC Name: _____
State in which organized: _____
By: _____
(Signature – attach evidence of authority to sign)
Name: _____
Business Address: _____

Phone: _____
Email: _____

END OF SECTION

SECTION 00420

Qualifications

PART 1 – GENERAL

1.01 SECTION INCLUDES

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

1.02 AWARD OF BID

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

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

- A. Bidder has appointed _____, 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):

☐ Individual
☐ Partnership
☐ Corporation

☐ Real Estate Agent
☐ Government Entity
☐ Trust or Estate

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

2.05 REFERENCES

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

2.06 SIGNATURES

Firm Name:

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

BID BOND

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

BIDDER

Name:
Address:

SURETY (Name and Address of Principal Place of Business)

Name:
Address:

OWNER

Name: Rochelle Municipal Utilities
420 N. 6th Street
Address: Rochelle, IL 61068

BID

Bid Due Date: September 23, 2025
Project: Centerpoint Substation, Installation Contract

BOND

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

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

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

BIDDER

(Seal)

SURETY

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between:

Rochelle Municipal Utilities
420 N. 6th Street, Rochelle, IL 61068

(Owner)

and

(Contractor)

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

ARTICLE 1 - WORK

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

The project consists of the construction of a new distribution 34.5kV to 13.8kV low profile substation.

ARTICLE 2 - THE PROJECT

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

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

ARTICLE 3 – ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

A. The work will be substantially completed as specified on Bidder's Bid Form, completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

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

ARTICLE 5 - CONTRACT PRICE

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

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

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

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

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and

classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 *Not Used*

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

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

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

OWNER:

CONTRACTOR:

Rochelle Municipal Utilities

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Rochelle Municipal Utilities

420 N. 6th Street

Rochelle, IL 61068

Agent for service or process:

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

Notice to Proceed

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:		Engineer's Project No.:
Contractor:		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

_____	Owner
_____	Given by:
_____	Authorized Signature
_____	Title
_____	Date

Copy to Engineer

PERFORMANCE BOND

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

CONTRACTOR (Name & Address)

SURETY (Name & Address)

BUYER

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

CONTRACT

Date:
Amount:
Description:
(Name & Location)

BOND

Date:
Amount:
Bond Number:
Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR as PRINCIPAL

SURETY

Seller's Name & Seal

Surety's Name & Corporate Seal

By:

By:

Signature & Title

Signature & Title
(Attach Power of Attorney)

Attest:

Attest:

Signature & Title

Signature & Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 Owner has agreed to pay the Balance of the Contract Price to:
 - A. Surety in accordance with the terms of the Contract;
 - B. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - A. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - B. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
 8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted 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.
 12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

PAYMENT BOND

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

CONTRACTOR (Name & Address)

SURETY (Name & Address)

BUYER

Name: **Rochelle Municipal Utilities**

Address: **420 N. 6th Street, Rochelle, IL 61068**

CONTRACT

Date:

Amount:

Description: Centerpoint Substation, Installation Contract

BOND

Date:

Amount:

Bond Number:

Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR as PRINCIPAL

SURETY

(Seller's Name & Seal)

(Surety's Name & Corporate Seal)

Name:

Name:

(Signature & Title)

(Signature & Title)

(Attach Power of Attorney)

Attest:

Attest:

(Signature & Title)

(Signature & Title)

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:
 - A. 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
 - B. 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
 - C. 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)

100

Change Order Summary

The undersigned Contractor certifies

Payment of: \$ _____
(line 8 or other - attach explanation of other amount)

is recommended by: _____
(Engineer) _____
(Date)

Payment of: \$ _____
(line 8 or other - attach explanation of other amount)

(Date)

Application for Payment

For (contract):		Application Number:						
Application Period:		Application Date:						
A		B	Work Completed		E	F	G	
Specification Section No.	Description	Scheduled Value	C From Previous Application (C + D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Totals								

Application for Payment

EJCDC No. C-620 (2002 Edition)
Page 2a of 3
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Application for Payment

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.
Page 3 of 3

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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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 I 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:

a. 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.

1. 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.

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

3. 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

1. 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.

2. 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 Supplier or other individual or entity performing 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

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.

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 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.

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 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 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 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 (subject to any customary exclusion regarding 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, 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;

5. ~~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);

6. 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

7. 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:

1. 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;

2. 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;

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

4. 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;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. 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.

B. 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.

C. 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.

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

A. 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.

ments. 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.

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.

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 thereto.

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, appearance, strength, and design characteristics;

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 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 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.

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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 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 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.

B. Contractor's warranty 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.

C. 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 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 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, reports, surveys, Change Orders, designs, or Specifications; or

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 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.

ARTICLE 7 - OTHER WORK AT THE SITE

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.

C. 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 as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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, if 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 petty cash 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, expeditors, 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 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 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 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.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation 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.

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.

1. 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.

2. 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.

3. 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.

4. 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 docu-

mentation, 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:

1. 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

2. 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 adjust-

ment 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.

15.02 *Owner May Terminate for Cause*

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

15.03 *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.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *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

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*

A. 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*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



SUPPLEMENTARY CONDITIONS

To EJCDC - C700
Standard General Conditions of the
Construction Contract (2002) and Other Provisions

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to 6 printed or hard copies of the Drawings and specifications. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or 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 on certificates of insurance.

SC-5.03 Add the following new paragraph immediately after Paragraph 5.03.B:

- B. 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 \$1,500,000
 - b. Products \$1,500,000
 - Completed Operations Aggregate
 - c. Personal and Advertising Injury \$1,500,000
 - d. Each Occurrence \$1,500,000
 - (Bodily Injury and Property Damage)
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
 - f. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000.00
 - 2) Each Occurrence \$5,000,000.00
- 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:
 - Limit of \$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-6.08 Add a new paragraph immediately after 6.08A:

- B. Owner shall provide the City of Rochelle building permits, State of Illinois Environmental Protection Agency Construction Permit. Contractor shall obtain and pay for all other applicable permits and licenses.

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 on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or 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 Commission.

1.03 Liquidated Damages

- A. It is hereby fully understood and agreed that time is of the essence in the performance of this contract. For each and every calendar day that elapses after the Contract Completion Date and before the date on which the work covered by such Contract is actually completed, the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, the sum of One Thousand dollars (\$1,000.00). The total amount so payable by the Contractor as liquidated

damages, either may be deducted from any moneys due or payable to the Contractor by the Owner or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety, or either of them, to compensate, at least in part, the Owner for (1) the administration of the work covered by such contract and any other contract or contracts beyond the Contract Completion Date, including the additional expense to the Owner for supervision, inspection, and superintendence; (2) expenditures resulting from the inability of the Owner (and the general public) to use the improvement being constructed from and after the Contract Completion Date until the actual date of completion; (3) other miscellaneous obligations and expenditures incurred by the Owner directly as a result of the failure to complete the Work covered by such contract on or before the Contract Completion Date; but, said liquidated damages shall not include the cost of litigation that may result from action taken by the Owner against the Contractor.



Note	TJClark
Notwithstanding anything to the contrary, (i) Contractor's maximum liability (including but not limited to liquidated damages, costs, damages, expense or other liability) for any delays or failure to meet any	

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

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

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

- ☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

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

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments: (List documents supporting change): _____

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Ogle County Prevailing Wage Rates posted on 7/15/2025

Trade Title	Rg	Type	C	Base	Foreman	M-F	Overtime			H/W	Pension	Vac	Trng	Other			Add OT 1.5x owed	Add OT 2.0x owed
							Sa	Su	Hol					Ins				
ASBESTOS ABT-GEN	All	BLD		52.52	53.52	1.5	1.5	2.0	2.0	9.75	23.70	0.00	0.80	0.00			4.00	8.00
ASBESTOS ABT-MEC	All	BLD		45.88	50.47	1.5	1.5	2.0	2.0	12.80	23.97	0.00	1.38	0.00			0.00	0.00
BOILERMAKER	All	BLD		45.23	48.23	1.5	1.5	2.0	2.0	7.07	24.29	0.00	2.19	0.00			0.00	0.00
BRICK MASON	All	BLD		49.00	51.75	1.5	1.5	2.0	2.0	15.48	18.20	0.00	1.41	0.00			0.00	0.00
CARPENTER	All	Hwy		51.00	52.75	1.5	1.5	2.0	2.0	13.30	22.00	0.00	0.83	0.00			0.00	0.00
CARPENTER	N	BLD		47.25	52.45	1.5	1.5	2.0	2.0	13.46	23.58	0.00	0.83				0.00	0.00
CARPENTER	S	BLD		44.73	49.65	1.5	1.5	2.0	2.0	12.25	25.45	0.00	0.83				0.00	0.00
CEMENT MASON	All	ALL		43.62	46.37	1.5	1.5	2.0	2.0	12.80	27.56	0.00	0.80	0.00			0.00	0.00
CERAMIC TILE FINISHER	All	BLD		41.55		1.5	1.5	2.0	1.5	12.45	14.22	0.00	1.25	0.00			0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		50.00	55.00	1.5	1.5	2.0	2.0	18.79	21.03	0.00	1.00				0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		52.47	71.60	1.5	1.5	2.0	2.0	7.50	14.69	0.00	1.84	1.57			9.05	18.10
ELECTRIC PWR GRNDMAN	All	ALL		40.31	71.60	1.5	1.5	2.0	2.0	7.50	11.29	0.00	1.41	1.21			6.96	13.91
ELECTRIC PWR LINEMAN	All	ALL		63.08	71.60	1.5	1.5	2.0	2.0	7.50	17.66	0.00	2.21	1.89			10.88	21.76
ELECTRIC PWR TRK DRV	All	ALL		41.77	71.60	1.5	1.5	2.0	2.0	7.50	11.70	0.00	1.47	1.25			7.20	14.40
ELECTRICIAN	All	BLD		62.61	68.87	1.5	1.5	2.0	2.0	18.79	23.92	0.00	1.25				0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.17	73.32	2.0	2.0	2.0	2.0	16.27	21.36	5.21	0.80				0.00	0.00
FENCE ERECTOR	All	ALL		44.60	49.95	1.5	1.5	2.0	2.0	13.56	29.12	0.00	1.80	0.00			0.00	0.00
GLAZIER	All	BLD		48.28	50.28	1.5	1.5	2.0	2.0	15.95	11.20	0.00	1.35	0.00			0.00	0.00
HEAT/FROST INSULATOR	All	BLD		45.88	50.47	1.5	1.5	2.0	2.0	12.80	23.97	0.00	1.38				0.00	0.00
IRON WORKER	All	ALL		48.74	54.59	2.0	2.0	2.0	2.0	13.56	34.29	0.00	1.80	0.00			0.00	0.00
LABORER	All	BLD		43.93	44.93	1.5	1.5	2.0	2.0	9.75	23.70	0.00	0.80	0.00			4.00	8.00
LABORER	All	Hwy		49.17	49.92	1.5	1.5	2.0	2.0	9.75	23.70	0.00	0.80	0.00			4.00	8.00
LABORER, SKILLED	All	Hwy		52.52	53.27	1.5	1.5	2.0	2.0	9.75	23.70	0.00	0.80	0.00			4.00	8.00
LATHER	N	BLD		47.25	52.45	1.5	1.5	2.0	2.0	13.46	23.58	0.00	0.83				0.00	0.00
LATHER	S	BLD		44.73	49.65	1.5	1.5	2.0	2.0	12.25	25.45	0.00	0.83				0.00	0.00
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00			0.00	0.00

Ogle County Prevailing Wage Rates posted on 7/15/2025

MARBLE FINISHER	All	BLD		41.55		1.5	1.5	2.0	2.0	12.45	14.22	0.00	1.25	0.00	0.00	0.00
MARBLE MASON	All	BLD		45.20	48.95	1.5	1.5	2.0	2.0	12.45	15.56	0.00	1.30	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		52.52	53.27	1.5	1.5	2.0	2.0	9.75	23.70	0.00	0.80	0.00	4.00	8.00
MATERIALS TESTER II	All	ALL		52.52	53.27	1.5	1.5	2.0	2.0	23.70	9.75	0.00	0.80	0.00	4.00	8.00
MILLWRIGHT	All	BLD		51.81	56.99	1.5	1.5	2.0	2.0	12.45	19.41	0.00	0.83		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.75	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	2	56.05	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	3	53.60	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.60	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.50	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	6	59.75	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	7	56.75	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	1	56.60	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	2	56.05	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	3	54.75	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	4	53.30	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	5	51.85	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	6	59.60	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	7	57.60	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
PAINTER	All	ALL		47.15	49.15	1.5	1.5	1.5	2.0	15.45	13.36	0.00	1.45	0.00	0.00	0.00
PILEDRIVER	All	HWY		52.00	53.75	1.5	1.5	2.0	2.0	13.30	22.00	0.00	0.83	0.00	0.00	0.00
PILEDRIVER	N	BLD		49.61	55.07	1.5	1.5	2.0	2.0	13.46	23.58	0.00	0.83		0.00	0.00
PILEDRIVER	S	BLD		46.97	52.14	1.5	1.5	2.0	2.0	12.25	25.45	0.00	0.83		0.00	0.00
PIPEFITTER	All	BLD		55.54	59.43	1.5	1.5	2.0	2.0	14.17	14.71	0.00	2.55	0.00	0.00	0.00
PLASTERER	All	BLD		44.02	48.43	1.5	1.5	2.0	2.0	13.50	24.67	0.00	0.80	0.00	0.00	0.00
PLUMBER	All	BLD		55.54	59.43	1.5	1.5	2.0	2.0	14.17	14.71	0.00	2.55	0.00	0.00	0.00
ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.20	17.59	0.00	1.14	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.20	63.80	1.5	1.5	2.0	2.0	11.70	24.52	0.00	1.57	2.30	18.81	37.62
SPRINKLER FITTER	All	BLD		50.51	53.76	1.5	1.5	2.0	2.0	12.40	17.31	0.00	0.54	0.00	0.00	0.00
STONE MASON	All	BLD		49.00	51.75	1.5	1.5	2.0	2.0	15.48	18.20	0.00	1.41	0.00	0.00	0.00

Ogle County Prevailing Wage Rates posted on 7/15/2025

TERRAZZO FINISHER	All	BLD		41.55		1.5	1.5	2.0	2.0	12.45	14.22	0.00	1.25	0.00	0.00	0.00
TERRAZZO MASON	All	BLD		45.20	48.95	1.5	1.5	2.0	2.0	12.45	15.56	0.00	1.30	0.00	0.00	0.00
TILE LAYER	N	BLD		47.25	52.45	1.5	1.5	2.0	2.0	13.46	23.58	0.00	0.83		0.00	0.00
TILE LAYER	S	BLD		44.73	49.65	1.5	1.5	2.0	2.0	12.25	25.45	0.00	0.83		0.00	0.00
TILE MASON	All	BLD		45.20	48.95	1.5	1.5	2.0	2.0	12.45	15.56	0.00	1.30	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	1	36.23	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	2	36.70	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	3	36.92	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	4	37.23	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	5	38.11	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	44.83	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	44.98	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	45.18	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	45.38	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	N	ALL	1	48.47	48.93	1.5	1.5	2.0	2.0	12.45	14.05	0.00	0.20	0.00	0.00	0.00
TRUCK DRIVER	N	ALL	2	48.62	48.93	1.5	1.5	2.0	2.0	12.45	14.05	0.00	0.20	0.00	0.00	0.00
TRUCK DRIVER	N	ALL	3	48.82	48.93	1.5	1.5	2.0	2.0	12.45	14.05	0.00	0.20	0.00	0.00	0.00
TRUCK DRIVER	N	ALL	4	48.93	48.93	1.5	1.5	2.0	2.0	12.45	14.05	0.00	0.20	0.00	0.00	0.00
TRUCK DRIVER	S	ALL	1	45.29	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	S	ALL	2	45.88	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	S	ALL	3	46.15	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	S	ALL	4	46.54	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	S	ALL	5	47.64	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		49.00	51.75	1.5	1.5	2.0	2.0	15.48	18.20	0.00	1.41	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number

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listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations OGLE COUNTY

CARPENTER, LATHER, MILLWRIGHT, PILEDRIVER AND TILE LAYER (NORTH) - That part of Ogle County East from the Winnebago County western boundary and North of an imaginary line running east and west located 4 miles north of the City of Oregon.

TRUCK DRIVER (EAST) - That part of the county East of Rt. 251, including all portions of the city of Rochelle, and South of Rt. 72.

TRUCK DRIVER (SOUTH) - That part of the county West of Rt. 251 and South of Rt. 72. **TRUCK DRIVER (NORTH)** - That part of the county North of Route 72.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

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tiles.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsmen, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine;

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Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.); Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Cretor Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor, Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Cretor Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12", Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test

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Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes - Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable, Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers, Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

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Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST AND NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

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For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SECTION 01010

Summary of Work

PART 1 - GENERAL

1.1 GENERAL

This project consists of a new distribution 34.5kV to 13.8kV low profile substation.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The project consists of the complete installation and commissioning of the substation and procurement of specified materials. See drawings and BOM for further details.
 - 1. Project Location:
Centerpoint Substation, 41°55'32.6"N 89°05'46.7"W
 - 2. Owner:
Rochelle Municipal Utilities, 420 N. 6th Street, Rochelle, IL 61068
- B. Contractor required to acquire a city permit (fees waived)
- C. Contractor responsible for picking up client provided material at stored locations in Rochelle (Supply Barn or Diesel Plant). Contractor assumes ownership of material until installation and energization
- D. Utility Dynamics is Rochelle's preferred boring contractor
- E. Laydown yard is the construction site
- F. Unloading of transformer and switchgear done by others, but contractor will be responsible for coordinating
- G. Contractor responsible of staking of location layout
- H. Contract Documents, dated August 19, 2025, were prepared for the Project by BHMGE Engineers, Inc., 9735 Landmark Parkway Drive, Suite 110A, St. Louis, MO 63127.

1.3 CONSTRUCTION SCHEDULES

- A. The Contractor is responsible to provide sequences of construction to facilitate further development of the schedule as required to integrate with other trades.
1. A Detailed Construction Schedule is to be submitted to the Engineer within 15 days of Notice to Proceed, an electronic copy of this Microsoft Project File must be provided, to coordinate with our project schedulers.
 2. Payments made pursuant to Section 01027, APPLICATIONS FOR PAYMENT, will be based on completion status indicated in the schedule and approved by the Engineer. The Contractor's Schedule of Values shall align with the major elements of the Construction Schedule.
- B. Contractor shall use all practicable means to ensure progress of the work conforms to that shown on the schedule that is in effect. If the Contractor falls behind the schedule progress, the contractor shall take such steps as may be necessary to improve progress. In the event of failure to do so, the Engineer may require the contractor to increase any or all of the Contractor's forces, shifts, days or hours of work, and construction plan so as to improve progress as required by the schedule, all without additional cost to the Owner.
- C. The project schedule shall comply with the following outages for units. The units shall be operational at the end of the outage, but contractor can finish noncritical items.
1. Units outage start: Not Applicable
 2. Units outage end: Not Applicable
- D. Available construction hours for Contractor are as follows: other hours by approval only.
1. Monday-Friday: 6:00am to 7:00pm.
 2. Saturday: 6:00am to 7:00pm
 3. No work on Sundays or Holidays without city approval.

1.4 CONTRACTOR USE OF PREMISES

- A. Maintain Emergency Building Exits and Fire lanes at all times during construction.
- B. Keep driveways and entrances serving the premises clear and available to the owner and to emergency vehicles at all times. Parking will be allowed only in designated areas. Coordinate deliveries to minimize space and time requirements for storage of materials and equipment on site.
- C. The contractor may request outages on all utilities as required to complete the work and is responsible for scheduling such outages and for providing temporary services required to complete work while owner's utilities are shut down.

1.5 OCCUPANCY REQUIREMENTS *Not Used*

PART 2 - PRODUCTS *Not Used*

PART 3 - EXECUTION *Not Used*

END OF SECTION

SECTION 01027

Applications for Payment

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this Section.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of input to the Construction Schedule
 - 1. Construction Schedule
 - 2. Application for Payment forms, including Continuation Sheets
 - 3. List of subcontractors
 - 4. List of products
 - 5. List of principal suppliers and fabricators
 - 6. Schedule of submittals
 - 7. Submit the Schedule of Values to the Engineer at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Application for Payment.
- B. Format and Content: Provide at least one line item for each major schedule activity or for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location
 - b. Name of the engineer
 - c. Project number

- d. Contractor's name and address
 - e. Date of submittal
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division
 - b. Description of Work
 - c. Name of subcontractor
 - d. Name of manufacturer or fabricator
 - e. Name of supplier
 - f. Change Orders (numbers) that affect value
 - g. Dollar value
 - h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100%.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased, or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
6. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.
 - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: The date for each progress payment is open to the contractor's discretion, keeping in mind that city councils typically meet bi-monthly. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends upon completion of a minimum additional 15% of the project.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit two signed and notarized original copies of each Application for Payment to the Engineer by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retention, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.

3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms and executed in a manner acceptable to the Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors
 2. List of principal supplier and fabricators
 3. Schedule of Values
 4. Schedule of principal products
 5. List of Contractor's principal consultants
 6. Copies of building permits
 7. Copies of authorizations and licenses from governing authorities for performance of the Work
 8. Initial progress report
 9. Certificates of insurance and insurance policies
 10. Performance and payment bonds, if required
 11. Data needed to acquire the Owner's insurance
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals

- b. Warranties (guarantees) and maintenance agreements
 - c. Maintenance instructions
 - d. Startup performance reports
 - e. Changeover information related to Owner's occupancy, use, operation, and maintenance
 - f. Final cleaning
 - g. Application for reduction of retention and consent of surety
 - h. Advice on shifting insurance coverage
 - i. List of Incomplete Work recognized as exceptions to Engineer's Certificate of Substantial Completion
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
- 1. Completion of Project closeout requirements
 - 2. Completion of items specified for completion after Substantial Completion
 - 3. Assurance that unsettled claims will be settled
 - 4. Assurance that incomplete Work is not accepted and will be completed without undue delay
 - 5. Transmittal of required Project construction records to the Owner
 - 6. Proof that taxes, fees, and similar obligations were paid
 - 7. Removal of temporary facilities and services
 - 8. Removal of surplus materials, rubbish, and similar elements

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01340

Shop Drawings, Product Data and Samples

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor shall make submittals to Engineer.
- B. Contractor:
 - 1. Verify field dimensions
 - 2. Verify compliance with Contract requirements
 - 3. Certify review
 - 4. Transmit reviewed submittals to Engineer.

1.2 DEFINITIONS

- A. Shop Drawings:
Shop drawings are original drawings prepared by Contractor, subcontractor, sub-subcontractor, supplier, or distributor, which illustrate some portion of the work, showing fabrication, layout, setting or erection details.
 - 1. Prepared by qualified detailer.
 - 2. Identify details by reference to sheet and detail numbers shown on contract drawings.
 - 3. Drawn at scale of 3" per foot or larger.
 - 4. Maximum sheet size:
24" x 36"
 - 5. Reprints of Engineer's drawings are not acceptable for shop drawings.

B. Product Data:

1. Manufacturer's standard schematic drawings edited to fit this project.
2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.
 - a. Clearly mark each copy to identify pertinent materials, products or models.
 - b. Show wiring diagrams and controls.
 - c. Show performance characteristics and capacities.

C. Samples:

Physical samples to illustrate materials, equipment, or workmanship. Approved samples establish standards by which complete work is judged. Maintain at site as directed. Protect until no longer needed.

1. Office samples:
Of sufficient size to clearly illustrate:
 - a. Functional characteristics of product or material.
 - b. Full range of color samples.
 - c. After review, samples may be used on construction of project.
2. Field samples and mock-ups:
 - a. Erect at project site at location approved by Contractor and Owner.
 - b. Construct each sample or mock-up complete, including work of all crafts required in finished work.
 - c. Remove as directed.

1.3 SPECIFIED PRODUCT LIST AND SAMPLES

- A.** Submit to Engineer within 20 business days after Notice to Proceed date, a list of product manufacturers and full range of color samples for each manufacturer, and full range of color samples for each manufacturer's product proposed for installation. No colors will be selected prior to submittal of all products requiring a color selection.

- B. Tabulate list of each specification section.
- C. For products specified under reference standards, include with listing of each product:
 - 1. Name and address of manufacturer
 - 2. Trade name
 - 3. Model or catalog number
 - 4. Manufacturer's data
 - a. Performance and test data
 - b. Reference standards
- D. Subcontractors' names shall be included in list and must coincide with approved subcontractor list.

1.4 CONTRACTOR RESPONSIBILITIES

- A. Contractor shall review and stamp all shop drawings, product data and samples prior to submission. Failure to follow any or all established procedures set forth shall result in submittals being returned without review, at Contractor's expense.
- B. Contractor shall verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
- C. Contractor shall coordinate each submittal with requirements of work and contract documents.
- D. Contractor's responsibility for errors and omissions shall not be relieved by Engineer's review of submittal.
- E. Contractor's responsibility for deviations in submittals from requirements of contract documents shall not be relieved by Engineer's review unless written acceptance by Engineer of specific deviations is issued.
- F. Contractor shall notify Engineer in writing at time of submission of deviations

within submittal from requirements of contract documents.

- G. Contractor shall begin no work that requires shop drawings or product data submittals until return of submittals bearing Engineer's or professional consultant's stamp and initials or signature.
- H. After Engineer's review, distribute shop drawings and/or product data to appropriate suppliers and subcontractors.

1.5 SUBMISSION REQUIREMENTS

- A. **A completed cover sheet provided at the end of this section shall accompany each individual submittal.**
- B. All submittals shall include:
 - 1. Date and revision dates.
 - 2. Project title and number.
 - 3. Names of:
 - a. Engineer
 - b. Subcontractor
 - c. Sub-subcontractor
 - d. Supplier
 - e. Manufacturer
 - f. Separate detailer when pertinent
 - 4. Identification of product or material.
 - 5. Relation to adjacent structure or material.
 - 6. Field dimensions clearly identified as such.
 - 7. Specification section and page number, one specification section per submittal.
 - 8. Specified standards, such as ASTM number of ANSI.

9. Identification of previously approved deviations from contract documents.
 10. Engineer will not review submittals unless Shop Drawing Submittal cover sheet is attached to each individual submittal, signed and stamped by the Contractor.
- C. Allow adequate space on cover sheet for Engineer to affix his stamp.

1.6 RESUBMISSION REQUIREMENTS

- A. Shop Drawings:
1. Contractor shall revise initial drawings as required and resubmit as specified for initial submission.
 2. Contractor shall indicate on drawings any changes which may have been made, other than those required by Engineer.
- B. Product Data and Samples:
1. Submit new data and samples as required for initial submission.
- C. Make all resubmittals within 15 days after Engineer's previous review.

1.7 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute copies of shop drawings and product data bearing Engineer's or professional consultant's stamp to:
1. Contractor
 2. Project site file
 3. Other concerned subcontractors
 4. Supplier/fabricator
- B. Contractor shall distribute samples as directed.

1.8 ENGINEER'S REVIEW

- A. Engineer will review all submittals with reasonable promptness.
- B. Engineer will review for:

1. Conformance with design concept of project.
 2. Information contained in contract documents.
- C. Engineer's review of a separate item does not constitute review of an assembly within which item functions.
- D. Engineer's or professional consultant's stamp, initials or signature certifying to review of submittal will be affixed.
- E. Engineer will return submittals to contractor for distribution.

PART 2 - PRODUCTS ***Not Used***

PART 3 - EXECUTION ***Not Used***

END OF SECTION



Shop Drawing Submittal

Date: _____

PROJECT:

BHMFG Project No.:

Contractor:

Presented By:

Company Name:

Address:

Phone:

Contact Person:

Email:

Item:

Spec Section:

By approving and submitting these shop drawings, product data and samples, we represent that we have determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that we have checked and coordinated information contained within submittal with requirements of the work and contract documents.

Contractor's Signature

Date

SECTION 01450

Quality Control

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance – Control of Installation
- B. Welding
- C. Tolerances
- D. References

1.2 QUALITY ASSURANCE – CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturer's instructions, including each step-in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- G. The Contractor is the quality control inspector for the project. The Contractor shall review the work and verify that it is in conformance with the contract documents. Any work found not to be in conformance shall be corrected by the Contractor, so that it does conform. As a minimum, the Contractor shall reply within seven days of the discovery of work found not to be in conformance with the contract documents, with a written plan of the corrective action required to bring this work into conformance.

- H. The Engineer and the Owner will make periodic inspections to verify quality control measures.

1.3 WELDING

A. Welding Requirements

- 1. Welding shall be performed by qualified welding operators using procedures qualified in accordance with specified applicable codes and standards.

B. Procedure Qualification

- 1. Contractor, subcontractor, or fabricator performing welding under jurisdiction of referenced codes shall be responsible for obtaining and qualifying welding procedures. Structural welding procedures that conform to AWS D1.1 are prequalified as defined in AWS D1.1.
- 2. Contractor shall keep and maintain records and make available to Engineer, if requested, certifying procedure qualification tests have been completed successfully.

C. Welding Certificates

- 1. After Notice of Award, submit to Engineer, if requested, one copy for each person assigned to do field welding of materials installed for this project.
- 2. Show on certificates that each person has passed tests specified by AWS.
- 3. Submit certificates prior to execution of any welding. Certificates are not required for nonstructural tack welding.

D. Performance Qualification

- 1. Contractor, subcontractor, or fabricator performing welding under jurisdiction of referenced codes shall be responsible for testing and qualifying welding operators in accordance with applicable procedures.
- 2. Unless welding operators have been qualified previously by Contractor (within past six months) and have been continuously employed as welders by Contractor following qualification, requalification tests must be completed.

3. Engineer reserves the right to require any welder to retake tests when, in the opinion of Engineer, work of welder creates reasonable doubt as to welder's proficiency. Engineer may witness any required retesting. Tests shall be at no expense to Owner.

1.4 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturer's tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with the requirements of the standard, except where more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specified date is established by code.
- C. Obtain copies of standards when required by product specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties in Contract and those of the Engineer shall not be altered from the Contract Documents by mention or interference otherwise in any reference document.

PART 2 – PRODUCT

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01455

Welding

PART 1 – GENERAL

1.1 WELDING REQUIREMENTS

- A. Welding shall be performed by qualified welding operators using procedures qualified in accordance with specified applicable codes and standards.

1.2 PROCEDURE QUALIFICATION

- A. Contractor, subcontractor, or fabricator performing welding under jurisdiction of referenced codes shall be responsible for obtaining and qualifying welding procedures. Structural welding procedures that conform to AWS D1.1 are prequalified as defined in AWS D1.1.
- B. Contractor shall keep and maintain records and make available to Engineer, if requested, certifying procedure qualification tests have been completed successfully.

1.3 WELDING CERTIFICATES

- A. After Notice of Award, submit to Engineer, if requested, one copy for each person assigned to do field welding of materials installed for this project.
- B. Show on certificates that each person has passed tests specified by AWS.
- C. Submit certificates prior to execution of any welding. Certificates not required for nonstructural tack welding.

1.4 PERFORMANCE QUALIFICATION

- A. Contractor, subcontractor, or fabricator performing welding under jurisdiction of referenced codes shall be responsible for testing and qualifying welding operators in accordance with applicable procedures.
- B. Unless welding operators have been qualified previously by Contractor (within past 6 months) and have been continuously employed as welders by Contractor following qualification, requalification tests must be completed.

- C. Engineer reserves right to require any welder to retake tests when, in opinion of Engineer, work of welder creates reasonable doubt as to welder's proficiency. Engineer may witness any required retesting. Tests shall be at no additional expense to Owner.

PART 2 – PRODUCTS *Not Used*

PART 3 – EXECUTION

3.1 GENERAL

- A. All welding materials and techniques shall be in compliance with AWS – Standard Welding Procedure Specifications.

END OF SECTION

SECTION 01525

Construction Aids

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE:

- A. Each Contractor: Provide and maintain for his forces all other construction aids required to complete his work.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials may be new or used. Comply with specified codes and standards.
- B. Maintain facilities and equipment in first class condition until the project is complete.

2.2 TEMPORARY ENCLOSURES

- A. Provide temporary weather-tight enclosure of exterior walls for successive areas of building as work progresses, to provide acceptable working conditions, provide weather protection for materials, allow for effective construction heating, and to prevent entry of unauthorized persons.
 - 1. Provide temporary exterior doors with self-closing hardware and padlocks.
 - 2. Provide other enclosures, removable, for work and handling of materials.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Consult with Engineer, review site conditions and factors that affect construction procedures and construction aids, including adjacent properties and public facilities, which may be affected by execution of the work.

3.2 REMOVAL

- A. Remove temporary materials, equipment and services.
 - 1. When construction needs can be met by authorized use of permanent construction or when authorized by the Engineer.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore facilities used for temporary purposes to original condition.

END OF SECTION

SECTION 01540

Security

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Each Contractor:
 - 1. Protect work, stored materials and construction equipment from theft and vandalism.
 - 2. Protect premises from entry by unauthorized persons.
 - 3. Protect Owner's operations at site from theft, vandalism or damage from Contractor's work or employees.

1.2 RELATED REQUIREMENTS

- A. NONE

1.3 MAINTENANCE OF SECURITY

- A. Initiate security program acceptable to the Owner prior to mobilization.
- B. Maintain security program throughout construction period until Owner's acceptance precludes need for Contractor security.

1.4 ENTRANCE CONTROL

- A. Provide control of all persons and vehicles entering and leaving project site.
- B. Allow no visitors except with issuance of temporary identification.
- C. Maintain log of all visitors

1.5 REPLACEMENT OF LOST EQUIPMENT

- A. Contractor shall be responsible for replacement of any lost or stolen equipment.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01561

Construction Cleaning

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Each Contractor provides cleaning and disposal of waste materials, debris and rubbish during construction.

1.2 RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01700 – Contract Closeout
 - 2. Individual Specification Sections: specific cleaning for product or work.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Provide covered containers for deposit of waste materials, debris and rubbish.

PART 3 - EXECUTION

3.1 CLEANING

- A. Maintain areas under Contractor's control free of waste materials, debris and rubbish.
- B. Remove debris and rubbish from pipe chases, plenums, crawlspaces and other closed or remote spaces, prior to closing the space.
- C. Periodically clean interior areas to provide suitable conditions for work.
- D. Clean interior areas prior to start of surface finishing. Continue cleaning on an as-needed basis.
- E. Control cleaning operations so that dust and other particulates will not adhere to wet or newly coated surfaces.

3.2 DISPOSAL

- A. Regularly remove waste materials, debris and rubbish from site and dispose of off-site.

END OF SECTION

SECTION 01610

Product Requirements

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Transportation and Handling
- C. Storage and Protection
- D. Product Selection
- E. Product Options

1.2 PRODUCTS

- A. “Products” means: new material, machinery, components, equipment, fixtures, and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.
- C. Provide interchangeable components of the same manufacturer for components being replaced.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer’s instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions with seals and labels intact and legible.
- B. Store sensitive products in weather-tight, climate controlled enclosures.
- C. Fabricated products requiring exterior storage shall be placed on sloped supports, above ground.
- D. Provide bonded, off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT SELECTION

- A. Provide products that comply with the requirements of the Contract Documents, that are undamaged and, unless otherwise noted, unused at the time of installation.
- B. Provide products complete with accessories, trim, finish, safety guards and other devices and details needed for the installation and for the intended use and effect.
- C. Standard Products: Provide standard products of types that have been produced and used successfully in similar conditions on other projects.
- D. Proprietary Specification Requirements: Where only a single product or manufacturer is named, or where "No Substitution" is indicated, provide the product indicated. No substitutions will be permitted.

- E. Semi-Proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
- F. Where products are specified by name, accompanied by the term "or approved equivalent," comply with provisions for "substitutions" to obtain approval for use of an unnamed product.
- G. Descriptive Specification Requirements: Where specifications describe a product, listing characteristics required without use of a brand name, furnish a product that provides the characteristics and otherwise complies with requirements.
- H. Performance Specification Requirements: Where specifications stipulate compliance with performance requirements, provide products that comply and are recommended for the application. Manufacturer's recommendations may be contained in product literature, or by certification of performance.
- I. Visual Selection: Where requirements include the phrase "as selected from manufacturer's standard colors, patterns, textures" or a similar phrase, provide a product that complies with designated requirements. The Engineer will select color, pattern, and texture from the approved product line.
- J. Compliance with Standards: Where specifications require compliance with a standard, select a product that complies with the standard specified.
- K. Visual Matching: Where specifications require matching a sample, the Engineer's decision on whether a proposed product matches will be final. Where no product matches and complies with other requirements, comply with provisions for "Product Substitutions" for selection of a matching product in another category.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01700

Contract Closeout

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - 1. Inspection procedures
 - 2. Project record document submittal
 - 3. Operation and maintenance manual submittal
 - 4. Submittal of warranties
 - 5. Final cleaning
- B. Closeout requirements for specific construction activities are included in the appropriate sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures:
Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. If 100% completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Engineer.
4. Submit consent of surety to final payment.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Re-inspection Procedure:

The Engineer will reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer.

1. Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance. If the work is incomplete, the Engineer will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

1.5 RECORD DOCUMENT SUBMITTALS

A. General:

Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Engineer's reference during normal working hours.

B. Record Drawings:

Maintain a clean, undamaged set of blue or black line white prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.

C. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm) 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions
2. Spare parts list
3. Copies of warranties
4. Wiring diagrams
5. Recommended "turn-around" cycles
6. Inspection and adjustment procedures
7. Shop Drawings and Product Data

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
 - 1. Maintenance manuals
 - 2. Record documents
 - 3. Spare parts and materials
 - 4. Identification systems
 - 5. Control sequences
 - 6. Warranties and bonds
- B. As part of instruction for operating equipment, demonstrate the following procedures:
 - 1. Startup
 - 2. Shutdown
 - 3. Emergency operations

3.2 FINAL CLEANING

- A. Cleaning:
Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.

- b. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - c. Clean the site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits.
- B. Removal of Protection:
Remove temporary protection and facilities installed for protection of the work during construction.
- C. Compliance:
Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
 - 1. Where extra materials of value remain after completion of associated work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION

SECTION 01720

Project Record Documents

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Maintain at the site for the Owner one record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and Other Modifications to the Contract
 - 5. Engineer Field Orders or Written Instructions
 - 6. Approved Shop Drawings, Product Data, and Samples
 - 7. Field Test Records
 - 8. Construction Photographs

1.2 RELATED REQUIREMENTS

- A. Section 01340 – Shop Drawings, Product Data, and Samples

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI/CSC format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

- D. Make documents and samples available at all times for inspection by Engineer.

1.4 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by Engineer.

1.5 RECORDING

- A. Label each document "Project Record" in neat, large-printed letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal any work until required information is recorded.
- C. Drawings:
Legibly mark to record actual construction.
 - 1. Depths of various elements of foundation in relation to finish first floor datum.
 - 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda, legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01730

Operation and Maintenance Data

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

1.2 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.3 FORMAT

- A. Prepare data in the form of an instructional manual.
- B. Binders:
Commercial quality, 8-1/2" x 11" three-ring binders with hardback, cleanable, plastic covers; 1" maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover:
Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.
- D. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- E. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text:
Manufacturer's printed data, or typewritten data on 20-pound paper.
- G. Drawings:
Provide with reinforced punched binder tab. Bind in with text, fold larger

drawings to size of text pages.

1.4 CONTENTS, EACH VOLUME

- A. Table of Contents:
Provide title of Project; names, addresses, and telephone numbers of Engineer, Subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System:
List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data:
Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings:
Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- E. Type Text:
As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.5 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. For equipment requiring seasonal operation, perform instructions for other seasons within six months.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.6 SUBMITTALS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one

copy with comments.

- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within 10 days after acceptance.
- C. Submit one copy of completed volumes in final form 15 days prior to final inspection. Copy will be returned after final inspection, with Engineer comments. Revise content of documents as required prior to final submittal.
- D. Submit two (2) paper and one (1) digital (pdf) copies of revised volumes of data in final form within ten days after final inspection.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01732

Selective Demolition

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Removal and disposal of equipment, foundation, piping, ductwork, structures, and associated work as detailed on the drawings.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 sections.

1.3 DEFINITIONS

- A. Remove:
Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage:
Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall:
Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain:
Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 QUALITY ASSURANCE

- A. Demolition Firm Qualifications:
An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications:
Certified by an EPA-approved certification program.

- C. Regulatory Requirements:
Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards:
Comply with ANSI A10.6 and NFPA 241.

1.5 SCHEDULING

- A. Perform Work in manner that shall provide least interference and most protection to public and existing construction. Contractor's operations subject to approval by Owner prior to commencement of Work.
- B. Carefully coordinate time and manner of demolition work with Owner to assure continued operation of existing facilities and to maintain construction schedule requirements.
- C. Owner's use of premises shall have priority over work in all Contract(s).
- D. Contractor shall minimize outages.
- E. Coordinate system outages with Owner and service utility. Notify Owner in writing at least 24 hours prior to outage. Indicate system to be disabled, areas affected, proposed date and time of outage, duration, and work to be performed. No more than two engine generators shall be out of service at any one time.

1.6 SITE PROTECTION

- A. Protection:
 - 1. Erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact.
 - 2. Protect existing objects designated to remain. Contractor shall immediately make repairs or replacements of damaged objects at no additional cost to Owner. Owner shall approve all repairs and replacements.
 - 3. Cooperate with Owner in all operations to minimize conflict and to facilitate Owner usage of plant for normal operations.

- B. Protect underground facilities encountered during excavation until it is determined whether they are active or inactive. Repair, without compensation, existing active facilities shown on Drawings damaged during operations.
- C. Notify Engineer and Owner of unexpected subsurface conditions and discontinue Work in area until Owner provides notification to resume Work.
- D. Dust, smoke, fumes, and noise control:
 - 1. Site demolition:
Moisten surfaces as required to prevent dust from being a nuisance to public, neighbors, and concurrent performance of other work on and off site.
- E. Plant demolition:
Erect heavy-duty polyethylene walls as required to minimize spread of construction and demolition dust beyond construction area. Contractor shall provide temporary ventilation as required to facilitate dust removal to exterior.

1.7 HAZARDOUS MATERIALS

- A. It is not expected that hazardous materials will be encountered in the Work.
- B. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 – PRODUCTS *Not Used*

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the conditions of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

3.2 DEMOLITION - GENERAL

- A. Remove existing construction as specified and shown and as required to permit new construction.
- B. Perform removal in manner that shall minimize dust, noise, and other nuisance. Maintain haul routes for disposal of material clean and free of debris.
- C. Remove existing construction carefully providing for neat and orderly junctions at construction to remain in place. Final appearance of exposed surfaces shall be similar and equal to that of adjacent existing work. Grind off rough surfaces to remove sharp projections and foreign material.
- D. Perform demolition operations in manner that in no way endangers personnel, public, existing structures, utilities, roadways, or facilities not to be demolished.
- E. Any portion of existing construction whether structural or accessory that has become unstable through removal of other parts of construction shall be removed as soon as practical and no such unstable part shall be left free-standing or inadequately braced against causes of collapse at end of each day's work.
- F. No demolition shall be performed on piping, electrical circuits, or equipment until system has been isolated by Owner. Contractor shall verify isolation of system.
- G. Contractor shall relocate existing active miscellaneous piping, conduit, and electrical circuits and devices not detailed on Drawings but required for installation of equipment and items installed by this Contract.
- H. To reduce fire hazards during demolition, Contractor shall:
 - 1. Before removing any parts, remove volatile or flammable materials such as fuel oil, gasoline, kerosene, benzene, cleaning fluids, paints, thinners, cloth, loose paper, combustible trash, coal, and similar materials that might serve as fuel for small fires.
 - 2. Maintain stairways in usable condition to highest or lowest level until that portion of structure is removed.

3. Maintain sufficient number of fire extinguishers to check and extinguish small fires in areas where Work is being performed.
 4. Wherever cutting torch or other equipment that might cause fire is being used, fire extinguishers shall be kept nearby and ready for instant use. Users of such equipment shall be instructed in proper method of preventing and extinguishing fires.
 5. Fires shall not be permitted in Project area.
 6. Burning of waste lumber and other building materials or trash on site shall not be permitted.
- I. All debris shall be disposed of off-site.
 - J. Use of crane wrecking balls for demolition work is not permitted.
 - K. Use of blasting shall not be permitted.
 - L. Provide temporary personnel and vehicle protection at openings or ledges made by demolition.

3.3 DEMOLITION – ARCHITECTURAL, STRUCTURAL AND SITE MATERIALS

- A. Remove as shown and specified or as required to permit new construction.
- B. Structural steel.
 1. Provide temporary support or complete new work required for support prior to removal. Maintain existing parts until equipment supported by part is removed or modified.
 2. Where applicable, remove anchor bolts. Make provisions to ensure smooth surface where removed.
 3. Care shall be taken not to damage any portion of existing structural steel that is to remain intact.
 4. Material shall be removed completely from work areas and other areas that are to remain. Contractor shall make special inspections by its job superintendent and quality control personnel to assure that material is not left in areas where they can get into operating systems.

3.4 DEMOLITION – MECHANICAL

- A. Remove existing construction as specified and shown and as required to permit new construction.
- B. Perform removal in manner that shall minimize dust, noise, and other nuisance. Maintain haul routes for disposal of material clean and free of debris.
- C. Remove air conditioning equipment without releasing refrigerants.
- D. Drain all piping prior to cutting and removing, into proper disposal locations.
- E. Provide temporary caps and covers for any piping or ductwork connections to existing.

3.5 DISPOSAL OF MATERIALS

- A. Storage of materials to be removed not permitted to accumulate on site. Promptly remove and dispose of non-salvageable equipment and materials.
- B. Debris shall not be allowed to accumulate on roofs, floors, or areas outside of and around buildings being removed. Waste materials and debris resulting from Work shall be removed and disposed of daily by Contractor in disposal area obtained by Contractor.
- C. Burning of waste lumber and other building materials or trash on site is not permitted.
- D. No material, obstructions, or debris shall be placed or allowed to accumulate within 15' of any fire hydrant. Fire hydrants shall be accessible at all times.

3.6 PATCHING

- A. Patch openings in walls, foundations, floors, and grating caused by demolition. Use materials comparable to adjacent undisturbed surfaces for patching.

3.7 REPAIR AND RESTORATION

- A. Contractor shall be responsible for damage to personnel, public, roadways, streets, structures, utilities, facilities, and equipment caused by operations and shall repair any damage at its own expense or replace items damaged beyond repair.

- B. Do not operate vehicles or equipment on existing construction or roadways that could be damaged.
- C. Replace construction removed to facilitate operations with construction of equal quality to that removed.

3.8 CLEAN-UP

- A. Maintain public streets, alleys, or other thoroughfares used in carrying out disposal free of litter or soil attributable to this operation. Load trucks or other vehicles to prevent leakage, blowing off, or other escape of any portion of whatsoever is being hauled. Cost incurred by Owner in cleaning up such litter shall be charged to Contractor and deducted from monies due or to become due it under this Contract.
- B. Upon completion of demolition work in each area, thoroughly clean area of materials not to remain.
- C. Remove materials (except paint) adhered to construction to remain.
- D. Leave areas in broom clean and vacuumed condition.

END OF SECTION

SECTION 02000

Subsurface Exploration & Engineering Recommendations

The following soil boring data is presented for the bidder's information. It should not be considered as all-inclusive. The bidder is advised to perform any investigations he deems necessary to prepare his bid. To arrange to perform investigative "digs", the bidder should contact Chris Couch, the Project Manager, at BHMGE Engineers, Inc. (636-237-7823).

A report by a 3rd party Engineer is placed behind this cover page.