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**THE CITY OF ROCHELLE**  
**Ogle County, Illinois**

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**ORDINANCE**  
**NO. \_\_\_\_\_**

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**A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE PROPOSAL FROM  
TRI-CITY ELECTRIC COMPANY OF IOWA**

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**JOHN BEARROWS, Mayor**  
**ROSE HUERAMO, City Clerk**

**TOM McDERMOTT**  
**BIL HAYES**  
**KATE SHAW-DICKEY**  
**DAN McDERMOTT**  
**JOHN GRUBEN**  
**ROSAELIA ARTEAGA**  
**City Council**

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Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle  
Law Offices of Peterson, Johnson, & Murray—Chicago, City Attorneys  
200 W. Adams, Ste. 2125, Chicago, IL 60606

**ORDINANCE NO:** \_\_\_\_\_  
**Date Passed: April** \_\_\_\_ **2023**

**A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE PROPOSAL FROM  
TRI-CITY ELECTRIC COMPANY OF IOWA**

**WHEREAS**, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provision of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

**WHEREAS**, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulation proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

**WHEREAS**, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permit. A local ordinance may impose more rigorous or definite regulation in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

**WHEREAS**, the City of Rochelle (“City”) operates an electric distribution utility through the Rochelle Municipal Utilities (“RMU”), one of the City’s departments; and

**WHEREAS**, on April 11, 2022, the City approved an “Ordinance Accepting and Approving the Proposal from Tri-City Electric Company of Iowa Pursuant to the Request for Proposal”; and

**WHEREAS**, during construction by Tri-City Electric Company of Iowa, it was discovered that the poles and conductor were in poor condition and wouldn’t carry the load needed to support the back feed from Tilton school; and

**WHEREAS**, additional work that was not anticipated was needed to reconductor and replace poles, and allow the backfeed to be used from the transformer placed at Tilton school; and

**WHEREAS**, as a result of the additional work, the City has received a Change Order in the amount of \$224,792, a copy of which is attached herein as “Exhibit A”; and

**WHEREAS**, based on the recommendations of staff, the Corporate Authorities of the City of Rochelle have determined that it is in the best interests of the City that said Change Order be entered into and approved.

**NOW, THEREFORE BE IT ORDAINED** by the Mayor and Council of the City of Rochelle as follows:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION TWO: The Mayor and City Council hereby accept and approve the Change Order of Tri-City Electric Company of Iowa and authorize the City Manager to execute any and all necessary agreements related to the Change Order (attached hereto as Exhibit A) in a form to be reviewed by the City Attorney.

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE: The City Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of April 2023.

AYES:

NAYS:

ABSENT:

ATTEST:

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City Clerk

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Mayor

**EXHIBIT A**

(Changer Order)

**CONTRACT CHANGE ORDER**  
**FOR ROCHELLE MUNICIPAL UTILITIES**  
**Power Plant Substation Installation Contract**

2199 K003

Change Order No.:	<u>1</u>	Previous Contract Amount:	<u>\$3,256,000.00</u>
Date:	<u>3/10/2023</u>	Amount of this Order:	<u>\$74,792.00</u>
Applicable Dwg. Nos.:	<u>N/A</u>	Present Contract Amount:	<u>\$3,330,792.00</u>
		Change in Contract Time:	<u>N/A</u> Calendar Days

**Contract Change Order Scope:**

#	Description	Qty	Unit Cost	Total Cost
A	Provide and install the listed additional materials for the overhead line work for Michels Electric, per TCI proposal dated 11/2/2022	1	\$54,000.00	\$54,000.00
B	Provide additional backfeed - 25 days per TCI proposal dated 03/01/2023	1	\$170,792.00	\$170,792.00
C	Original Contract Allowance	1	-\$150,000.00	-\$150,000.00
Grand Total				\$74,792.00

The work covered by this change order shall be performed under the same terms and conditions as that included in the original contract. All other terms and conditions of said contract as it theretofore may have been modified shall be and remain the same.

**CHANGES APPROVED:**

*The foregoing modification of said contract is hereby accepted.*

\_\_\_\_\_  
City of Rochelle  
(Owner)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
BHMG Engineers, Inc.  
(Engineer)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Tri-City Electric, Co.  
(Supplier)

By: \_\_\_\_\_  
(Signature)

Title: Zach Streeter, PM

Date: 03/17/2023



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11/2/2022

City Of Rochelle  
127 N 9<sup>th</sup> St.  
Rochelle, IL 61068

RE: Rochelle Transformer Upgrade Change Order 1

Jason Jackson,

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

Scope of work to include:

- Provide and install the attached changes in material from the original BOM.

**Total \$54,000**

***Fifty-Four Thousand Dollars.***

This quote **does** not include any applicable taxes.

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

Sincerely,

Jeremy Simon  
Project Manager  
Electrical Construction  
Phone: 563.441.8320  
E-mail: jsimon@tricityelectric.com

**Notes**

**Due to the increasing rise in copper, aluminum, steel and PVC products Tri-City Electric reserves the right to review and adjust all material pricing on a daily basis.** Bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Electric reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of the Purchase Order. Changes will be shown in documentation through commercial quotes, invoices, and/or receipts for such goods and commodities if applicable. Bid is subject to the terms of a mutually acceptable contract. **Tri-City Electric shall have the option to withdrawal this proposal if not accepted within 10 days from its date.** Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday. Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

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

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

#### **Excavation Notes**

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

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

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

#### **Force Majeure**

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

#### **Other Terms**

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

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Bid Part Numbers/Cost/Quantities					Ordered Part Numbers/Cost/Quantities						
P8	2	EA	3 PHASE, 66"Wx22"Dx30"H, 15KV 4-WAY 600A JUNCTION, IS W/ 1/2-STRAPS, 150KV BIL. SECTIONALIZING CABINET	COOPER	SEC-3-66-2-3-P-6354-M-O-G	P8	3	EA	3 PHASE, 66"Wx22"Dx30"H, 15KV 4-WAY 600A JUNCTIONS W/ 1/2-STRAPS, 150KV BIL. SECTIONALIZING CABINET	CMC	BMS58226630TP-H-121-254-6
P9	2	EA	30" HIGH FIBERGLASS GROUND SLEEVE FOR SECTIONALIZING CABINET ABOVE	COOPER	GS306622	P9	3	EA	30" HIGH FIBERGLASS GROUND SLEEVE FOR SECTIONALIZING CABINET ABOVE	CMC	BFG85226630
P10	2	EA	18" EXTENSION FOR SECTIONALIZING CABINET ABOVE	COOPER	SBE186622	P10	3	EA	18" EXTENSION FOR SECTIONALIZING CABINET ABOVE	CMC	BGSR5226618-H
P13	1	EA	11.8KV PAD MOUNT SWITCHGEAR GROUND SLEEVE	NORDIC		P13	1	EA	13.8KV PAD MOUNT SWITCHGEAR GROUND SLEEVE	CONCAST	FC-74-76-36-6264
L1	1	EA	65FT CLASS 1, PENTA IIR EATED POLE	BRIDGEWELL		L1	1	EA	65FT CLASS 1, PENTA TREATED POLE	BRIDGEWELL	
L2	2	EA	50FT CLASS 1, PENTA TREAED POLE	BRIDGEWELL		L2	3	EA	50FT CLASS 1, PENTA TREATED POLE	BRIDGEWELL	
L3	5	EA	45FT CLASS 1, PEN TA TREATED POLE	BRIDGEWELL		L3	9	EA	45FT CLASS 1, PENTA TREATED POLE	BRIDGEWELL	
L4	9	EA	8FT, 2 POSITION FIBERGLASS DEADEND	PUPI	DA3000096	L4	10	EA	8FT, 2 POSITION FIBERGLASS DEADEND	PUPI	DA3000096
L5	3	EA	25KV, 900AMP, RISER STYLE VECTOR SWITCH	SIEMENS	963VF-AHS	L5	6	EA	15KV, 900A, VERTICAL OMNI-ROUTER SWITCH	SIEMENS	963VF-AHS
L6	18	EA	1DI/V RJS ER CLASS SURGE ARRESTER	EATON	URT1005DA1A 1A1A	L6	18	EA	10KV RISER CLASS SURGE ARRESTER	EATON	URT1005DA1A 1A1A
L7	9	EA	3-PH FIBERGLASS 18-INCH EQUIPMENT BRACKET WITH CABLE POSITIONS	HUBBELL	35BM36185GLE	L7	9	EA	3-PH FIBERGLASS 18-INCH EQUIPMENT BRACKET WITH CABLE POSITIONS	HUBBELL	35BM44818CLH
L5	18	EA	15KV POLYMER DEADEND INSULATOR	HUBBELL	4010150215	L8	18	EA	15KV POLYMER DEADEND INSULATOR	HUBBELL	4010150215
L9	36	EA	15KV POLYMER PIN TYPE F-NECK INSULATOR	PREFORM	IP-25-F1	L9	36	EA	15KV POLYMER PIN TYPE F-NECK INSULATOR	PREFORM	IP-25-F1
L10	1	EA	BOLTED ALUMINUM STRAIGHT-LINE SPRING LOADED SIDE OPENING DEADEND	HUBBELL		L10	40	EA	BOLTED ALUMINUM STRAIGHT-LINE SPRING LOADED SIDE OPENING DEADEND	HUBBELL	AS00658-2-N
L11	1	EA	36-INCH FIBERGLASS GUY STRAINS, CLEVIS-CLEVIS	HUBBELL	GS16036CG1	L11	7	EA	36-INCH FIBERGLASS GUY STRAINS, CLEVIS-CLEVIS	HUBBELL	GS16036CG2
L12	1	EA	ALUMINUM VISE TYPE SINGLE BOLTCONNECTOR	HUBBELL		L12	25	EA	ALUMINUM VISE TYPE SINGLE BOLT CONNECTOR (QUOTING WEDGE TYPE CONNECTOR W/SHIELD)	BURNDY	WCY61
L13	1	EA	ACSRALUMINUM COMPRESSION NEMA 2 TERMINATIONS	BLACKBURN	SAM	L13	39	EA	ACSR ALUMINUM COMPRESSION NEMA 2 TERMINATIONS	BURNDY	YCA28R2N
L14	27	EA	RISERHOOK BAIL SUSPENSION GRIP	LEWIS MFG.		L14	27	EA	RISER HOOK BAIL SUSPENSION GRIP	SLINGCO	ZCS1925
L15	7	EA	10/12 INCH DOUBLE HELIX SQUARE SHAFT ANCHOR, EXTENSION AND ACCESSORIES	HUBBELL		L15	7	EA	10/12-INCH DOUBLE HELIX SQUARE SHAFT ANCHOR, EXTENSION AND ACCESSORIES	HUBBELL	C1100871 & C1100470 & C1020024
L16	9	EA	6 INCH U-GUARD EMC PLASTIC RISER BOOT			L16	9	EA	6-INCH U-GUARD EMC PLASTIC RISER BOOT	EMC	PEAD 2-6
L17	18	EA	6" U-GUARD PLASTIC SECTIONS			L17	18	EA	6" U-GUARD PLASTIC SECTIONS	EMC	PE-6UG10
L18	8	EA	26 INCH CROSS ARM BRACES	HUBBELL	7 128	L18	8	EA	26-INCH CROSS ARM BRACES	HUBBELL	7 128
L19	10	EA	PIN, INSULATOR POLE TOP	HUBBELL	2199P	L19	10	EA	PIN, INSULATOR POLE TOP	HUBBELL	2179
L20	9	EA	INSULATED CLEVIS BRACKET AND INSULATOR	HUBBELL		L20	9	EA	INSULATED CLEVIS BRACKET	MACLEAN POWER	J1399
						L20	9	EA	AND INSULATOR	MACLEAN POWER	53-2
L21	1	EA	MACHINE/DA BOLTS	HUBBELL		L21	90	EA	MACHINE/DA BOLTS 5/8" x 26"	HUBBELL	
L22	1	EA	GUY MARKERS	HUBBELL		L22	7	EA	GUY MARKERS	EMC	70-7Y
L23	1	EA	GUY HOOKS	HUBBELL		L23	7	EA	GUY HOOKS	MACLEAN POWER	P135AXW
L24	10	EA	MARKER, CABLE ROUTE	HUBBELL	C5540001	L24	20	EA	MARKER, CABLE ROUTE (MOQ 15 10 PIECES)	HUBBELL	C5540001
L25	2500	FT	#477 HAWK ACSR CONDUCTOR	SOUTHWIRE	477-26/7	L25	2650	FT	#477 HAWK ACSR CONDUCTOR	SOUTHWIRE	477-26/7
L26	800	FT	#336 LIN NET ACSR CONDUCTOR	SOUTHWIRE	336-26/7	L26	850	FT	#336 LINNET ACSR CONDUCTOR	SOUTHWIRE	336-26/7
L27	12	EA	8FT WOOD CROSSARM	HUGHES BROTHERS		L27	12	EA	8FT WOOD CROSSARM	BROOKS	H-BROOK8-FT-CATV-96GA
L28	7	EA	DOWN GUY KIT	MCLEAN	U105423	L28	7	EA	DOWN GUY KIT	VARIOUS	
L29	1	EA	TOP TIE FORM WIRE	HUBBELL		L29	10	EA	TOP TIE FORM WIRE (10 TIE TOPS)	HELICAL	HTTY-038
						L29	50	EA	50 SIDE TIES	HSPT-038	
L30	20	EA	ALUMINUM H-TAP CONNECTOR AND COVER, #336 ACSR TO #500 CU	BLAQ(BURJN	Z8954	L30	20	EA	ALUMINUM H-TAP CONNECTOR AND COVER, #336 ACSR TO #500 CU	BURNDY	YHR-750
L31	1	EA	ALL REMAINING G-1 DISTRIBUTION PARTS PER RUS UNITS	Hubbell		L31	1	EA	ALL REMAINING OH DISTRIBUTION PARTS PER RUS UNITS	HUBBELL	





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3/1/2023

City Of Rochelle  
127 N 9<sup>th</sup> St.  
Rochelle, IL 61068

RE: Rochelle Transformer Upgrade Change Order 002

Jason Jackson,

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

Scope of work to include:

- Provide Additional Back feed Rebuild – 25 Days 11/20/22 through 1/15/23.
  - Total – 932 Hours
  - WE 112022 – 1 Day(s) – 5 Crew – 50 Hours (OT)
  - WE 120422 – 5 Day(s) – 4 Crew – 170 Hours
  - WE 121122 – 5 Day(s) – 4 Crew – 168 Hours
  - WE 121822 – 5 Day(s) – 4 Crew – 176 Hours
  - WE 122522 – 2 Day(s) – 4 Crew – 88 Hours
  - WE 010823 – 4 Day(s) – 4 Crew – 160 Hours
  - WE 011523 – 3 Day(s) – 4 Crew – 120 Hours

**Total \$170,792**

***One Hundred Seventy Thousand Seven Hundred Ninety-Two Dollars and Zero Cents***

This quote **does not** include any applicable taxes.

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

Sincerely,

Jeremy Simon  
Project Manager  
Electrical Construction  
Phone: 563.441.8320  
E-mail: jsimon@tricityelectric.com

**Notes**

**Due to the increasing rise in copper, aluminum, steel and PVC products Tri-City Electric reserves the right to review and adjust all material pricing on a daily basis. Bid is based on the daily market rate for**

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STATE OF ILLINOIS        )  
                                      )  
COUNTY OF OGLE        )        SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,  
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_, “A  
RESOLUTION AUTHORIZING A CHANGE ORDER TO THE PROPOSAL FROM TRI-CITY  
ELECTRIC COMPANY OF IOWA” which was adopted by the Mayor and City Council of the  
City of Rochelle on April \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
the City of Rochelle this \_\_\_\_\_ day of April, 2023.

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CITY CLERK