



BHMg Engineers, Inc.

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

Mr. Blake Toliver

July 3, 2025

City of Rochelle, IL

Ref: 3303 – Downtown UG Conversion

Dear Mr. Toliver,

The city received competitive bids for constructing the Downtown UG Conversion project on June 17, 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	Proposal
JF Electric	\$2,166,455.00
Utility Dynamics Corp	\$1,733,000.00
Helm Electric	\$895,014.79

The bid from Helm Electric was the apparent low bid for Specification 3303K001 which did not include any noteworthy clarifications, exceptions, or price escalators. Although we have not had any past projects with Helm Electric, we have contacted their listed references for prior projects, and their references all provided positive reviews. Additionally, the company appears to be in good standing and employs certified and trained craftsmen.

Helm Electric's bid is lower than the engineer's estimate for the project of \$1,181,874.91 completed on 03/12/24. BHMg recommends awarding the contract to Helm Electric for the installation with it being the low bid.

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

Sincerely,

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

Chris Couch
Project Manager

bhmg.com
636.296.8600

Enclosures: Bid Tab, bids



3303 Rochelle Municipal Utilities - Downtown UG Conversion Installation Contract

BIDDERS / PROPOSALS	J.F. Electric		Utility Dynamics Corp		Helm Electric		
BID SECURITY	5%		5%		5%		
Furnish the Goods & Special Services for the Equipment Purchase	\$2,166,455.00		\$1,733,000.00		\$895,014.79		
PROJECT COMPLETION TIME - PROPOSAL 1	2/17/2026		2/17/2026		2/17/2026		
	✓	Registered Bidder	✓	Registered Bidder	✓	Registered Bidder	Registered Bidder
	✓	Non-Collusion Affidavit	✓	Non-Collusion Affidavit	✓	Non-Collusion Affidavit	Non-Collusion Affidavit
	✓	Bid Bond	✓	Bid Bond	✓	Bid Bond	Bid Bond
	✓	Bid Form	✓	Bid Form	✓	Bid Form	Bid Form
		Any other documents as required by the specification		Any other documents as required by the specificalon		Any other documents as required by the specificalon	Any other documents as required by the specificalon
BHMG ENGINEERS, INC. Consulting Engineers 9735 Landmark Parkway Dr., Suite 110A St. Louis, MO 63127			Rochelle Municipal Utilities Downtown UG Conversion Installation Contract Bids Received 06/17/25, 2:00 p.m.			Bid Opening Witnesses: city: <u>Rose Hueramo</u> BHMG: <u>Chris Couch</u>	



**ROCHELLE MUNICIPAL
UTILITIES**

DOWNTOWN UG CONVERSION

**INSTALLATION
CONTRACT**

3303 K001



CITY OF ROCHELLE, IL

DOWNTOWN UG CONVERSION INSTALLATION CONTRACT

3303 K001

Construction Bids Due:

June 17, 2025

2:00 p.m.

Location: Rochelle City Hall

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



TABLE OF CONTENTS

DIVISION 0 – BID DOCUMENTS

00101	Seal & Signature
00130	Invitation for Bids
C-200	Instructions to Bidders
00201	Non-Collusion Affidavit
C-410	Bid Form
00420	Qualifications
C-435	Bid Bond, Damages Form
C-520	Agreement
C-610	Performance Bond
C-620	Contractor's Application for Payment
C-625	Certificate of Substantial Completion
C-700	General Conditions
C-800	Supplementary Conditions
	Prevailing Wage

DIVISION 1 – GENERAL REQUIREMENTS

01010	Summary of Work
01027	Application for Payment
01039	Coordination and Meetings
01041	Project Coordination
01340	Shop Drawings, Product Data and Samples
01450	Quality Control
01500	Construction Facilities and Temporary Controls
01525	Construction Aids
01540	Security
01561	Construction Cleaning
01610	Product Requirements
01700	Contract Closeout
01720	Project Record Documents
01730	Operation and Maintenance Data
01732	Selective Demolition
01740	Warranties

DIVISION 2 – SITE CONSTRUCTION

02000	Subsurface Exploration Cover Sheet
02221	Trenching, Backfilling & Compacting
02401	Dewatering

DIVISION 3 – CONCRETE

03300	CLSM & Concrete
03500	Precast Concrete Manholes

DIVISION 4 - 15 – *Not Used*


DIVISION 16 – ELECTRICAL

16000	Electrical – General
16060	Grounding & Bonding
16101	Boxes
16110	Underground Ductbanks, Manholes & Handholds
16115	Utility Underground Conduit
16120	Wire & Cable (600V Class)
16195	Electrical Identification Systems
16350	Medium Voltage Cables & Terminations
16390	Distribution OH Line Work
16464	Distribution Transformers
16990	Electrical Testing

CONSTRUCTION DRAWINGS & BILL OF MATERIALS

Construction Package
Appendix 1 – Bid Units

Seals and Signatures

 <p>5-13-2025 License Expires: 11-30-2025</p>	<p>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois.</p> <p>Jacob P Beerman</p> <p>05/13/25 Signature _____ Date</p> <p>Discipline: Project Engineer, Illinois License # 062.070821 License Expires: 11-30-2025</p>
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INVITATION FOR BIDS

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

Downtown UG Conversion
Installation Contract

until 2:00 p.m. local time on June 17, 2025, at the City of Rochelle, 420 N. 6th Street, Rochelle, IL 61068.

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

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

Bids shall be received for the aforementioned items.

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

The bid shall be marked to identify bid package contents, reference specification 3303 K001.

The successful bidder will be required to:

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

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

The said 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: May 13, 2025

City of Rochelle, Illinois
John Bearrows, Mayor

Instructions to Bidders

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

- 4.01 *Subsurface and Physical Conditions*

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

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

4.02 *Subsurface and Physical Conditions*

A. The Specification identifies:

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

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

4.03 *Underground Facilities*

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

4.04 *Hazardous Environmental Condition* *Not Used*

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

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

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

Bidding Documents.

- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – *Not Used*

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than four days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – *Not Used*

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

ARTICLE 13 - PREPARATION OF BID

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

- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 *Not Used*
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 13.06 *Not Used*
- 13.07 *Not Used*
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

- 14.01 *Lump Sum*
- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each unit described in the Bidding Documents as provided for in the Bid Form. The price for each unit will be the amount added to or deleted from the base Bid if Owner selects an addition or reduction of the scope of work. In the comparison of Bids, unit pricing will be applied in the same order as listed in the Bid form.
- 14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

- 15.02 Bids shall be submitted no later than 2:00 p.m. local time, June 17, 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: Downtown UG Conversion, 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:

**City of Rochelle, IL
420 N. 6th Street
Rochelle, IL 61068
3303 K001**

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

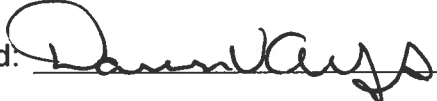
Non-Collusion Affidavit

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

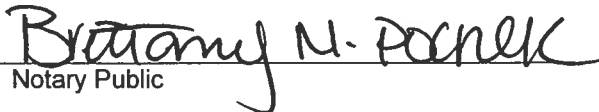
Darran V. Ayres, being first duly sworn, deposes and says that he is Executive Vice President * (~~sole owner, partner, president, secretary, etc.~~) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and 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.

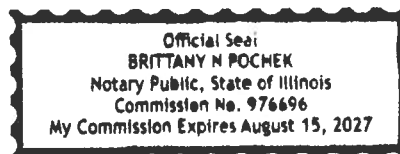
Signed: 

Title: Executive Vice President

Subscribed and sworn to before me this 16th day of June 20 25

Seal of Notary:


Notary Public



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

BID FORM

Table of Articles

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

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Rochelle
420 N. 6th Street
Rochelle, IL 61068
3303 K001**

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6-12-2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface,

ADDENDUM NO. 1

FOR

**ROCHELLE MUNICIPAL UTILITIES
INSTALLATION CONTRACT
3303 K001**

June 12, 2025

ADD-1

1. Between fiber conduit points F12 and F13, an acceptable alternate for the FuturePath Multi-Duct is installation of: (7)-1" HDPE Fiber Conduit (Orange, w/ Pull Tape, SDR 11 or 13) into both 5" conduits running from F12 to F13.
2. Concrete aprons and gutter at street approaches from alley way – Bidder will be responsible for replacement/repair of concrete gutters and aprons.
3. Sawcuts in alley way asphalt for laterals – For the trench portion of the sawcut, fill with CA6 (crushed stone w/ fines, aka roadbase). At the ends where the conduit is swept up and stubbed, fill with pea gravel. City of Rochelle responsible for repaving w/ asphalt at a future date.

END OF ADDENDUM

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

Name Darran V. Ayres, Executive Vice President

Company JF Electric, Inc.

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

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

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

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

ARTICLE 5 – BASIS OF BID

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

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

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

Proposal 1: \$2,016,455.00
Allowance: \$150,000
Proposal 1 Total Bid Price: \$ 2,166,455.00

5.02 Allowances

A. General

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

B. Allowances

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

C. Allowance Disbursement

- 1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.

City of Rochelle, IL
Downtown UG Conversion
3303 K001

CLARIFICATIONS/EXCLUSIONS

1. JF Electric is bidding this project with the intention of working a lineal schedule. Any deviation from this schedule caused by City of Rochelle or extreme circumstances outside of JF Electric's control, will be addressed before resumption of work.
2. Our bid excludes the procurement of any permitting.
3. Our bid assumes sub-surface conditions to be stable dirt. If any foreign obstructions or cave-ins are encountered as result of subsurface conditions being anything other than dirt (such as solid rock, abandoned foundations, loose gravel, etc.) a PCR would likely be needed.
4. Rock will be defined as "all material (including rock, boulders, obstructions, etc.) encountered while drilling shafts which meets refusal with a conventional excavator, earth auger and/or underreaming tool, and requires rock auger, core barrel, down hole hammers, or hand labor using air-powered tools and/or other special excavation procedures.
5. Property owner(s) will be responsible to contact a private locating service to have all privately owned underground utilities marked in the work area prior to the start of this project.
6. Our bid includes the soft-dig necessary to excavate around the existing underground utilities that could be assumed from surface observation. However, if the locates differ from what could be reasonably assumed from the surface, a PCR may be due if additional soft-dig is required to excavate around these unanticipated utilities.
7. All materials 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.
8. It was assumed all contractor-provided materials and equipment can be stored on Rochelle property during the duration of the project.
9. Our bid is based on having unobstructed paths to work areas.
10. Our bid excludes any vegetation clearing.



Creating connections. Delivering value.

City of Rochelle, IL
Downtown UG Conversion
3303 K001

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 F. List of Proposed Subcontractors:

- Utility Dynamics Corporation

7.01 G. List of Proposed Suppliers:

- Resco

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

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** for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

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

- Mobilization: 09/02/25
- Substantial Completion: 12/15/25
- Final Completion: 02/17/26

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.

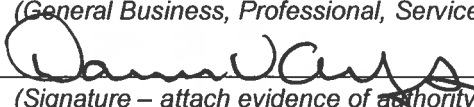
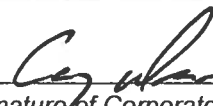
ARTICLE 8 – NOT USED

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

2.02 PRE-QUALIFICATION

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

2.03 BIDDER'S QUALIFICATIONS

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

2.04 CERTIFICATIONS

- A. The Bidder certifies the following as required by law:
 - 1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.
 - 2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.

3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

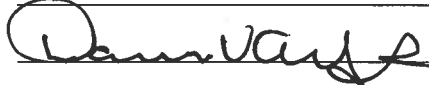
<input type="checkbox"/>	Individual	<input type="checkbox"/>	Real Estate Agent
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Government Entity
<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Trust or Estate

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

BID

Bid Due Date: June 17, 2025
Project: Downtown UG Conversion, Installation Contract

BOND

Bond Number: Bid Bond
Date: June 10, 2025
(Not later than Bid due date)

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

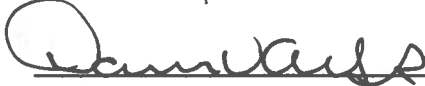
Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

(Seal)

J. F. Electric, Inc.

Bidder's Name and Corporate Seal

By: 
Darran V. Ayres, Executive Vice President
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 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

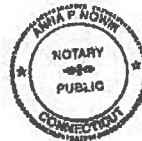
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President or 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.

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 **10th** day of **June**, **2025**.




Kevin E. Hughes, Assistant Secretary

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between:

City of Rochelle / 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 converting downtown feeder #4 from 6th Avenue to 4th Avenue along the alley between Lincoln and Main; connecting onto existing feeder #41. This converts the feeder section from OH 4160 to UG 13,800V.

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

ARTICLE 3 – ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

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

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

ARTICLE 5 - CONTRACT PRICE

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

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

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

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

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

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

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third day after the first Monday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage.
 - b. 90 percent of the cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in

accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 *Not Used*

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be

employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following and are by this reference made a part hereof:
 - 1. This Agreement
 - 2. Bid Bond
 - 3. Performance Bond
 - 4. Addenda Nos. _____
 - 5. Exhibits to this Agreement (enumerated as follows):

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

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

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

OWNER:

CONTRACTOR:

City of Rochelle

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Rochelle

420 N. 6th Street

Rochelle, IL 61068

Agent for service or process:

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

PERFORMANCE BOND

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

CONTRACTOR

Name:

Address:

SURETY (Name and Address of Principal Place of Business)

Name:

Address:

OWNER

Name: **City of Rochelle**

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

CONTRACT

Date:

Amount:

Description: **Downtown UG Conversion, Installation Contract**
(Name and location)

BOND

Bond Number:

Date:

(Not earlier than Contract Date)

Amount:

Modifications on this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Power of Attorney)

Attest: _____

(Signature and Title)

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

- Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract.
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4.
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
- 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to

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

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

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



**ROCHELLE MUNICIPAL
UTILITIES**

DOWNTOWN UG CONVERSION

**INSTALLATION
CONTRACT**

3303 K001



CITY OF ROCHELLE, IL

DOWNTOWN UG CONVERSION INSTALLATION CONTRACT

3303 K001

Construction Bids Due:

June 17, 2025

2:00 p.m.

Location: Rochelle City Hall

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



INVITATION FOR BIDS

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

**Downtown UG Conversion
Installation Contract**

until 2:00 p.m. local time on June 17, 2025, at the City of Rochelle, 420 N. 6th Street, Rochelle, IL 61068.

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

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

Bids shall be received for the aforementioned items.

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

The bid shall be marked to identify bid package contents, reference specification 3303 K001.

The successful bidder will be required to:

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

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

The said 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: May 13, 2025

City of Rochelle, Illinois
John Bearrows, Mayor

Instructions to Bidders

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the sum stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

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

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

4.01 *Subsurface and Physical Conditions*

- A. The Specification identifies:

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

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

4.02 *Subsurface and Physical Conditions*

A. The Specification identifies:

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

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

4.03 *Underground Facilities*

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

4.04 *Hazardous Environmental Condition* *Not Used*

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

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

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

Bidding Documents.

- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – *Not Used*

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than four days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – *Not Used*

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

ARTICLE 13 - PREPARATION OF BID

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

- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 *Not Used*
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 13.06 *Not Used*
- 13.07 *Not Used*
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

- 14.01 *Lump Sum*
- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each unit described in the Bidding Documents as provided for in the Bid Form. The price for each unit will be the amount added to or deleted from the base Bid if Owner selects an addition or reduction of the scope of work. In the comparison of Bids, unit pricing will be applied in the same order as listed in the Bid form.
- 14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

- 15.02 Bids shall be submitted no later than 2:00 p.m. local time, June 17, 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: Downtown UG Conversion, 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:

**City of Rochelle, IL
420 N. 6th Street
Rochelle, IL 61068
3303 K001**

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - SALES AND USE TAXES

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

ARTICLE 23 - PREVAILING WAGES

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

END OF SECTION

Non-Collusion Affidavit

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

STATE OF Illinois

COUNTY OF Kendall

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

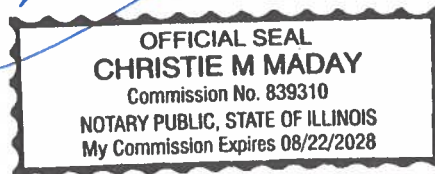
Signed: _____

Title: President

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

Seal of Notary: _____

Christie M. Maday
Notary Public



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

BID FORM
Table of Articles

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

This Bid is submitted by: Utility Dynamics Corporation

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Rochelle
420 N. 6th Street
Rochelle, IL 61068
3303 K001**

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>06/12/2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface,

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

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

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

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

ARTICLE 5 – BASIS OF BID

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

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

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

Proposal 1: \$ 1,583,000.00
Allowance: \$150,000
Proposal 1 Total Bid Price: \$ 1,733,000.00

5.02 Allowances

A. General

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

B. Allowances

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

C. Allowance Disbursement

- 1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.

2. Once the Owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:
 - a. Allowance No. 1 – Include the stipulated sum of \$150,000 for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

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

- Mobilization: 09/02/25
- Substantial Completion: 12/15/25
- Final Completion: 02/17/26

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: Utility Dynamics Corporation

State of Incorporation: Illinois

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

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

Name: Joseph B. Spender

Title: President
(Corporate Seal)

Attest: *Christie Maday*
(Signature of Corporate Secretary)

Business Address: 23 Commerce Drive
Oswego, IL 60543

Phone: (630)554-1722

Email Address: contact@utilitydynamicscorp.com

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

LLC Name: _____

State in which organized: _____

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

Name: _____

Business Address: _____

Phone: _____

Email: _____

END OF SECTION

SECTION 00420

Qualifications

PART 1 – GENERAL

1.01 SECTION INCLUDES

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

1.02 AWARD OF BID

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

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

- A. Bidder has appointed Law Offices of John F. Dixon, whose address is 1415 West 55th St.- Suite #101, LaGrange, IL 60525, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

2.02 PRE-QUALIFICATION

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

2.03 BIDDER'S QUALIFICATIONS

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

2.04 CERTIFICATIONS

- A. The Bidder certifies the following as required by law:
 - 1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.
 - 2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.

3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

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

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

2.05 REFERENCES

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

2.06 SIGNATURES

Firm Name: Utility Dynamics Corporation

Federal Taxpayer Identification Number: 36-2776022

By: Joseph B. Spencer

Title: President

By: Christie Maday

Title: Corporate Secretary

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

BID

Bid Due Date: June 17, 2025
Project: Downtown UG Conversion, 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.

UTILITY DYNAMICS CORPORATION

23 COMMERCE DRIVE
OSWEGO, ILLINOIS 60543
e-mail: contact@utilitydynamicscorp.com

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

ELECTRICAL CONTRACTORS • OVERHEAD LINE CONSTRUCTION • UNDERGROUND DISTRIBUTION SYSTEMS

SUPPLIERS FOR DOWNTOWN UG CONVERSION- INSTALLATION CONTRACT 3303 K001

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

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

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

UTILITY DYNAMICS CORPORATION

23 COMMERCE DRIVE
OSWEGO, ILLINOIS 60543
e-mail: contact@utilitydynamicscorp.com

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

ELECTRICAL CONTRACTORS • OVERHEAD LINE CONSTRUCTION • UNDERGROUND DISTRIBUTION SYSTEMS

QUALIFICATION REFERENCES FOR UTILITY DYNAMICS CORPORATION

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

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

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

ADDENDUM NO. 1

FOR

**ROCHELLE MUNICIPAL UTILITIES
INSTALLATION CONTRACT
3303 K001**

June 12, 2025

ADD-1

1. Between fiber conduit points F12 and F13, an acceptable alternate for the FuturePath Multi-Duct is installation of: (7)-1" HDPE Fiber Conduit (Orange, w/ Pull Tape, SDR 11 or 13) into both 5" conduits running from F12 to F13.
2. Concrete aprons and gutter at street approaches from alley way – Bidder will be responsible for replacement/repair of concrete gutters and aprons.
3. Sawcuts in alley way asphalt for laterals – For the trench portion of the sawcut, fill with CA6 (crushed stone w/ fines, aka roadbase). At the ends where the conduit is swept up and stubbed, fill with pea gravel. City of Rochelle responsible for repaving w/ asphalt at a future date.

END OF ADDENDUM

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

Name Christie Maday

Company Utility Dynamics Corporation

BID BOND

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

BIDDER

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

SURETY

(Name and Address of Principal Place of Business)

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

OWNER

Name: City of Rochelle
420 N. 6th Street
Address: Rochelle, IL 61068

BID

Bid Due Date: June 17, 2025
Project: Downtown UG Conversion, Installation Contract

BOND

Bond Number: Bid Bond
Date: June 17, 2025
(Not later than Bid due date)

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

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

BIDDER

SURETY

(Seal)

(Seal)

Utility Dynamics Corporation
Bidder's Name and Corporate Seal

Western Surety Company
Surety's Name and Corporate Seal

By:

By:

Joseph B. Spencer, President

Martin Mose, Attorney-in-Fact

(Attach Power of Attorney)

Attest:

Attest:

Christie Maday, Secretary


Alexa Costello, Secretary

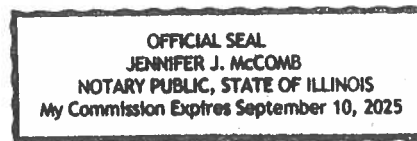
State of Illinois }
County of DuPage } ss.

On June 17, 2025, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Martin Moss known to me to be Attorney-in-Fact of Western Surety Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires September 10, 2025


Jennifer J. McComb, Notary Public



Commission No. 721282

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of April, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of June, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to www.cnasurety.com > 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: Helm Electric Facility Solutions dba Helm Electric

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Rochelle
420 N. 6th Street
Rochelle, IL 61068
3303 K001**

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>June 12, 2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface,

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

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

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

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

ARTICLE 5 – BASIS OF BID

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

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

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

Proposal 1: \$745,014.79
Allowance: \$150,000
Proposal 1 Total Bid Price: \$ 895,014.79

5.02 Allowances

A. General

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

B. Allowances

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

C. Allowance Disbursement

1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.

City of Rochelle

Contact Name

Contact Address: 420 N 6th Street Rochelle, IL 61068

Contact address

Supplied by Adam Sakolari asakolari@helmgroupp.com 815-238-5557

Date: 04/28/2025

Location: Main St. & 7th Ave.

Job: 3303 K001 Downtown UG Conversion

Town: Rochelle



SCOPE OF WORK

Based upon the information provided, Helm Electric proposes to provide all labor, tools, equipment and materials to build the following:

Work Description (material cost included)	Quantity	Rate	Total
FIBER OPTIC HANDHOLE	14	\$ 3,158.20	\$ 44,214.80
THREE PHASE CABLE RISER w/ FUSED CUTOUTS	2	\$ 19,112.38	\$ 38,224.76
THREE PHASE PADMOUNT JUNCTION BOX, MEDIUM, W/ GROUND SLEEVE	2	\$ 11,199.04	\$ 22,398.08
JUNCTION BAR, 4-POSITION, 200A BUSHINGS	6	\$ 615.10	\$ 3,690.60
COMPOSITE FOUNDATION FOR SINGLE PHASE TRANSFORMER	1	\$ 2,238.61	\$ 2,238.61
COMPOSITE FOUNDATION FOR 3-PHASE TRANSFORMER, LARGE	3	\$ 4,912.49	\$ 14,737.47
COMPOSITE FOUNDATION FOR 3-PHASE TRANSFORMER, MEDIUM	2	\$ 8,551.41	\$ 17,102.82
SINGLE PHASE PADMOUNT TRANSFORMER, RADIAL, 50kVA, 120/240V	1	\$ 4,381.90	\$ 4,381.90
3-PHASE PADMOUNT TRANSFORMER, RADIAL, 500kVA, 120/208Y	1	\$ 8,971.44	\$ 8,971.44
3-PHASE PADMOUNT TRANSFORMER, LOOP, 150kVA, 120/208Y	2	\$ 8,917.28	\$ 17,834.55
3-PHASE PADMOUNT TRANSFORMER, RADIAL, 750kVA, 120/208Y	1	\$ 8,971.44	\$ 8,971.44
3-PHASE PADMOUNT TRANSFORMER, LOOP, 750kVA, 120/208Y	1	\$ 7,982.72	\$ 7,982.72
GROUNDING ASSEMBLY FOR PADMOUNT EQUIPMENT, 1 ROD	3	\$ 538.78	\$ 1,616.33
GROUNDING ASSEMBLY FOR 3-PHASE EQUIPMENT, 2 RODS	5	\$ 692.72	\$ 3,463.61
3-PHASE SECONDARY PEDESTAL	3	\$ 2,747.08	\$ 8,241.24
SINGLE PHASE OUTDOOR BREAKER PANEL	2	\$ 3,706.89	\$ 7,413.78
OUTDOOR RECEPTACLE & BREAKER ENCLOSURE	6	\$ 1,432.28	\$ 8,593.69
PROTECTIVE BOLLARD	16	779	\$ 12,460.96
SINGLE PHASE SECONDARY PEDESTAL	4	2,198	\$ 8,793.12
PRE CAST ELECTRICAL VAULT	1	23,543	\$ 23,542.98
CAP, INSULATING, 15kV, 200A BUSHING	12	170	\$ 2,040.64
200A LOADBREAK ELBOW - 1/0AL	2	557	\$ 1,114.99
200A BUSHING ELBOW ARRESTER	4	558	\$ 2,230.32

200A LOADBREAK ELBOW - 4/0AL	39	\$ 613.61	\$ 23,930.79
600A TO 200A BUSHING ADAPTOR	6	579	\$ 3,476.02
TRENCH W/ DUCT BANK, VARIED (SEE NOTE X)	1,000	153	\$ 152,767.13
3-4/0 AL CNR 12KV	2,158	35.02	\$ 75,573.16
1-1/0 AL CNR 12 KV	376	28.14	\$ 10,580.64
1-350MCM URD TRIPLEX	289	33.27	\$ 9,615.03
#4 URD TRIPLEX	434	11.43	\$ 4,960.62
500 AL URD QUADRUPLX	570	33.33	\$ 18,998.10
500 AL URD TRIPLEX	346	28.53	\$ 9,871.38
5" HDPE SDR 13.5	2,263	13.11	\$ 29,667.93
5" DB-120 EPVC	3,341	11.25	\$ 37,586.25
4" DB-120 EPVC	456	36.92	\$ 16,835.52
3" DB-120 EPVC	452	26.10	\$ 11,797.20
2" HDPE COMM CONDUIT	7,866	7.61	\$ 59,860.26
7-CELL MICRODUCT	256	36.07	\$ 9,233.92

Material (see additional attachments if needed)

Sub Total \$ 745,014.79

Material

Please see additional terms and conditions on attached sheet.

TOTAL \$ 745,014.79

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** for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

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

- Mobilization: 09/02/25
- Substantial Completion: 12/15/25
- Final Completion: 02/17/26

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: Helm Electric Facility Solutions dba Helm Electric

State of Incorporation: Illinois

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

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

Name: Scott McGinn

Title: Vice President
(Corporate Seal)

Attest: 
(Signature of Corporate Secretary)

Business Address: 1514 W 4th St, Sterling, IL 61081

Phone: 815-625-5949

Email Address: smcginn@helmgroupp.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

Non-Collusion Affidavit

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

STATE OF Illinois

COUNTY OF Whiteside

Scott McGinn

being first duly sworn,
deposes and says that he is Helm Electric Facility Solutions dba Helm Electric (~~sole owner, partner,~~
vice 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.

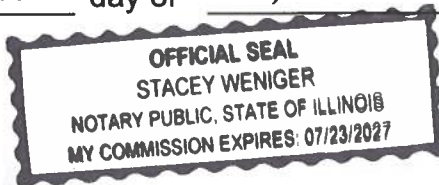
Signed: 

Title: Vice President

Subscribed and sworn to before me this 17th day of June 2025

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 Scott McGinn, whose address is 1514 W 4th St, Sterling, IL 61081, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

2.02 PRE-QUALIFICATION

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

2.03 BIDDER'S QUALIFICATIONS

- A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction. See attached
- 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. See attached
- D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work. See attached
- 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.

REFERENCES

Company: ET Environmental
Address: 3424 Peachtree Rd # 150
City, State, Zip: Atlanta, GA 30326
Contact Person: Michael Parinello
Telephone: 810-304-1315
Email: mparinello@etenvir.com
Services Provided: Electrical

Company: Mortenson
Address: 300 Park Blvd STE 100
City, State, Zip: Itasca, IL 60143
Contact Person: Joe Krueger
Telephone: 847-472-8162
Email: joe.krueger@mortenson.com
Services Provided: Electrical

Company: CHS Ethanol
Address: 1900 Steward Road
City, State, Zip: Rochelle, IL 61068
Contact Person: Scott Hoyle
Telephone: 815-561-0650
Email: scott.hoyle@chsinc.com
Services Provided: Electrical

Attached for question 2.03 A

LARGEST PROJECT LAST FIVE YEARS:

DKL12 FIRE ALARM, DEKALB, IL, 2023
CONTINENTAL ELECTRICAL CONSTRUCTION CO.
815 COMMERCE DRIVE, SUITE 100
OAK BROOK, IL 50523
\$8,914,939.00
CHAD PETERSON
630-288-0200
CPETERSON@CECCO.COM

REFERENCES:

RAYNOR GARAGE DOORS, VARIOUS PROJECTS, DIXON, IL
RAYNOR GARAGE DOORS
1101 E. RIVER ROAD
DIXON, IL 61021
\$2,811,187.00
TOM WILSON
815-994-1445
GOPACK4@COMCAST.NET

IDOT 1X I74, MOLINE, IL
KRAEMER NORTH AMERICA, LLC
ONE PLAINVIEW ROAD
PLAIN, WI 53577
\$3,319,294.65
JAKE GREGERSON
608-477-2099
JGREGERSON@KRAEMERNA.COM

DKL12 HEAT TRACE & LEAK DETECTION, DEKALB, IL
HELM MECHANICAL
2279 E. YELLOW CREEK ROAD
FREEPORT, IL 61032
\$1,481,028.00
KYLE DEWALL
815-235-0990
KDEWALL@HELMGROUP.COM

DKL356 FIRE ALARM, DEKALB, IL
MORTENSON CONSTRUCTION
700 MEADOW LANE N
MINNEAPOLIS, MN
\$24,385,151.00
JAKE WRIGHT
843-822-7005
JAKE.WRIGHT@MORTENSON.COM

VARIOUS PROJECTS, CHS, INC., ROCHELLE, IL
CHS, INC.
1900 STEWARD ROAD
ROCHELLE, IL 61068
\$625,424.62
SCOTT HOYLE
815-441-3677
SCOTT.HOYLE@CHSINC.COM



Commercial Banking

1 West Main Street
Madison, WI 53703

Tel: 608-252-5931
Fax: 608-283-5713

March 1, 2025

Re: Helm Electric | Helm Group Inc
2283 US Route 20 East
PO Box 750
Freeport IL 61032

To Whom It May Concern:

Helm Electric and parent company The Helm Group Inc. ("Helm") has been a client of BMO Harris Bank, N.A. ("Bank") since May 2004 and currently maintains deposit and loan relationships with the Bank. The company and management are well known to the Bank and viewed as professional and experienced in their industry.

For the past twelve months, Helm's depository accounts have had average balances totaling in the medium-seven (7) figures. Helm maintains a \$60 million line of credit with no outstanding balance currently. The line renews in June 2027 and is collateralized by substantially all assets of the Company. All accounts have been handled as agreed and are in good standing.

The Helm Group Inc. is a valued customer of the Bank, and we ask that you extend every courtesy to this customer of BMO Harris Bank, N.A..

If you have any questions, please contact Relationship Manager, Tanner Voss, at (608) 751-2298 or tanner.voss@bmo.com.

Sincerely,

A handwritten signature in black ink that reads "Michelle Alstad".

Michelle Alstad
Commercial Banking Service Associate
BMO Harris Bank, N.A.
michelle.alstad@bmo.com
Ph. 608-252-5860



United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Northern Illinois Electrical J.A.T.C.

Rochford, Illinois

For the Trade of Electrician

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

August 9, 1946

Date REVISED February 12, 2004

11 004460001

Registration No.



A.S. Chao

Secretary of Labor

Anthony Savage

Administrator, Apprenticeship Training, Employer and Labor Services

3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

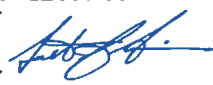

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Partnership	<input type="checkbox"/> Government Entity
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate

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

2.05 REFERENCES

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

2.06 SIGNATURES

Firm Name:	<u>Helm Electric Facility Solutions dba Helm Electric</u>
Federal Taxpayer Identification Number:	<u>83-4283983</u>
By:	<u></u>
Title:	<u>Soctt McGinn, Vice President</u>
By:	<u></u>
Title:	<u>Craig Buikema, Secretary/Treasurer/CFO</u>

Request for Taxpayer Identification Number and Certification


Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Helm Electric Facility Solutions, Inc.	
2 Business name/disregarded entity name, if different from above Helm Electric	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 2283 US Route 20 East	Requester's name and address (optional)
6 City, state, and ZIP code Freeport, IL 61032	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][]-[][]-[][][][] or Employer identification number [8][3]-[4][2][8][3][9][8][3]
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	Sign Here Signature of U.S. person ►  Date ► 3/1/2025
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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: Helm Electric Facility Solutions dba Helm Electric
Address: 1514 W 4th St, Sterling, IL 61081

SURETY

(Name and Address of Principal Place of Business)

Name: Fidelity & Deposit Company of Maryland
Address: 1299 Zurich Way, Schaumburg, IL 60196

OWNER

Name: City of Rochelle
420 N. 6th Street
Address: Rochelle, IL 61068

BID

Bid Due Date: June 17, 2025
Project: Downtown UG Conversion, Installation Contract

BOND

Bond Number: N/A
Date: 6/4/2025
(Not later than Bid due date)

Penal Sum: Five Percent \$ 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

Helm Electric Facility Solutions
dba Helm Electric



(Seal)

Bidder's Name and Corporate Seal

By: [Signature] Vice President
Signature and Title

Attest: _____
Signature and Title

SURETY

Fidelity & Deposit Company of Maryland



Surety's Name and Corporate Seal

By: Stephanie Amborn Stephanie Amborn
Signature and Title Attorney in Fact
(Attach Power of Attorney)

Attest: Gaire DeLa Rosa Client Service Associate
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.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David L. TOWNSEND, Stephanie AMBORN, Brian D. DEBLAUW, Julie A. TRESEMER, Rebecca NORWOOD, Joseph J. CLINTON, III of Rockford, Illinois**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of March, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 12th day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of June, 2025.



Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ATTORNEY-IN-FACT AFFIDAVIT

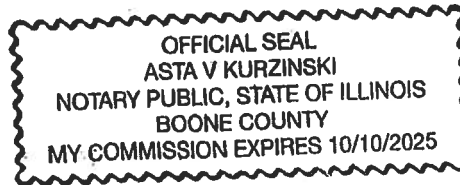
STATE OF ILLINOIS

COUNTY OF WINNEBAGO

Before me, a Notary Public, personally came Stephanie Amborn, known to me, and known to be the Attorney-in-Fact of Fidelity & Deposit Company of Maryland, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Fidelity & Deposit Company of Maryland were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of Fidelity & Deposit Company of Maryland.

Given under my hand and seal this 4th day of June, 2025.

Asta V. Kurzinski
Notary Public



ADDENDUM NO. 1

FOR

**ROCHELLE MUNICIPAL UTILITIES
INSTALLATION CONTRACT
3303 K001**

June 12, 2025

ADD-1

1. Between fiber conduit points F12 and F13, an acceptable alternate for the FuturePath Multi-Duct is installation of: (7)-1" HDPE Fiber Conduit (Orange, w/ Pull Tape, SDR 11 or 13) into both 5" conduits running from F12 to F13.
2. Concrete aprons and gutter at street approaches from alley way – Bidder will be responsible for replacement/repair of concrete gutters and aprons.
3. Sawcuts in alley way asphalt for laterals – For the trench portion of the sawcut, fill with CA6 (crushed stone w/ fines, aka roadbase). At the ends where the conduit is swept up and stubbed, fill with pea gravel. City of Rochelle responsible for repaving w/ asphalt at a future date.

END OF ADDENDUM

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

Name Tal Logan

Company Helm Electric