



## COMMITTEE OF THE WHOLE

Monday, January 5, 2026  
immediately following the City Council Meeting at 7pm

City Hall Council Chamber  
109 James Street  
Geneva, IL 60134

**Ald. Amy Mayer, Chair**

### AGENDA

1. **Call to Order**
2. **Approve Committee of the Whole Minutes from December 1, 2025.**
3. **Items of Business**
  - a. Consider Draft Resolution Awarding Contract to Electrical Testing Solutions for the 2025-26 Peyton Street Substation Preventive Maintenance in the Amount of \$29,900.00.
  - b. Consider Draft Resolution Authorizing Purchase of Remote Racking Equipment and Accessories from WESCO in an Estimated Amount of \$95,163.00.
  - c. Consider Draft Resolution Waiving Competitive Bidding and Authorizing the City Administrator to Approve a Service Partnership Agreement for the Water and Wastewater Treatment Plants with HACH in the Amount of \$39,728.00.
4. **Public Comment**

*When recognized by the Chair, proceed to the podium, state your name for the record, and provide your public comments. Please understand this is your time to be heard and the public body's time to listen. No discussion or debate will follow.*
5. **New Business**
6. **Adjournment**

*ADA Compliance: Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City at least 48 hours in advance of the scheduled meeting. The City can be reached in person at 22 S First Street, Geneva, IL, or by telephone at (630) 232- 7494. Every effort will be made to allow for meeting participation. Notice of this meeting was posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).*

**GENEVA COMMITTEE OF THE WHOLE MEETING MINUTES**

**Monday, December 1, 2025**

City Hall Council Chambers  
109 James St., Geneva, IL 60134

Elected Officials Present: Ald. Bowring, Ald. Kilburg, Ald. Kosirog, Ald. Malecki, Ald. Marks, Ald. Mayer, Ald. Palmquist, Ald. Paschke, Ald. Reinecke, Mayor Burns, Clerk Kellick.

Elected Officials Attending by Teleconference: None.

Elected Officials Absent: Ald. Furnish.

Others Present: City Admin. Voigt, City Attny. Sandack, Dir. DeGroot, Dir. Milewski, Chief Passarelli.

Others attending by video or teleconference: None.

**Call to Order**

Ald. Kosirog, serving as chair, called the meeting to order at 7:53 PM.

**Approve Special Committee of the Whole Minutes from November 7, 2025; and Regular Committee of the Whole Minutes from November 17, 2025.**

Moved by Ald. Mayer, seconded by Ald. Malecki.

MOTION CARRIED by voice vote of those present 9-0.

**Items of Business**

**Consider Draft Resolution Authorizing the Execution of a Professional Services Agreement with the Lakota Group for Technical and Professional Assistance in the Preparation of a Comprehensive Land Use Plan and a Unified Development Ordinance at a Cost of \$384,949.00.**

Moved by Ald. Paschke, seconded by Ald. Mayer.

On a question by Ald. Mayer, Dir. DeGroot stated that this will be a two-year process involving among other items public input and engagement, drafting the agreement, and steering committee input.

On a question by Ald. Malecki, Dir. DeGroot stated that the 2019 zoning update to downtown allowed for flexibility and he hopes that this will do the same.

On a question by Ald. Kilburg, Dir. DeGroot stated that this is budgeted for 2026 but will likely roll over into 2027.

MOTION CARRIED by voice vote of those present 9-0.

Recommend Draft Resolution Authorizing the Execution of an Agreement with Sikich CPA LLC for Auditing Services for FY2026 through 2029.

Moved by Ald. Bowring, seconded by Ald. Paschke.

On a question by Ald. Kilburg, Admin. Voigt noted that there is no policy on engaging a rotation of auditors and that the choice of Sikich followed competitive bidding process standards. On another question, Dir. Milewski noted that the contract terms have been for four years. She acknowledged that the pricing does increase over the four years. On another question, she noted that the Baker Tilly pricing was also graduated. Ald. Marks stated that based on his experience, it is a best practice to switch auditors to have a fresh look at the data. Ald. Milewski stated that this can be requested.

MOTION CARRIED by voice vote of those present 9-0.

Set Direction on March 17, 2026 Ballot Initiative.

Alderspersons debated how to proceed with the March ballot initiative. Those who supported a referendum to build a new police station cited the fact that the current station cannot be improved further and that there are limits to what can be approved through a referendum. Alderspersons noted that if not all approved monies were used for the station, any excess could be transferred to the fire department for improvements. Concerns about rising construction costs were cited as reason to bring this to the voters now. It was noted that the construction of a new police station has been discussed for the better part of two years and that some constituents are in favor of it being on the ballot.

Alderspersons who favored including a referendum on home rule noted that while the police station is in dire shape, other departments are also suffering with less-than-adequate facilities. It was noted that nearby communities benefit from home rule and that data shows that home rule keeps property taxes low. While some alderspersons favored placing a home rule referendum on the November ballot, others noted that that may be too soon to ask voters to approve this after the March referendum. The importance of an educational campaign on the benefits of home rule was noted by some alderspersons while others were not sure that such a campaign was necessary.

Moved by Ald. Mayer, seconded by Ald. Marks to put a bond referendum for a \$59,400,000 public safety facility on the March 17, 2026 ballot.

Moved by Ald. Bowring to amend the motion to put a bond referendum for a \$59,450,000 public safety facility on the March 17, 2026 ballot.

MOTION FAILED for lack of a second.

On a question by Ald. Palmquist, Admin. Voigt noted that any bid amount overage for the approved amount is confined to public safety.

On a question by Ald. Paschke, Ald. Kosirog confirmed that the anticipated property tax increase on a \$350,000 home would be \$272 per year or \$23 per month.

AYES: 7 (Kilburg, Kosirog, Malecki, Marks, Mayer, Palmquist, Reinecke)

ABSENT: 1 (Furnish)

NAYS: 2 (Bowring, Paschke)

MOTION CARRIED

Consider Draft Resolution Supporting Home Rule Education Efforts.

Moved by Ald. Mayer, seconded by Ald. Malecki.

Ald. Mayer stated that this should be considered and put onto a ballot in the future. Ald. Paschke stated that the intent behind the resolution is good but that this should not be put on the ballot on or before one year passes. Ald. Marks stated that he did not want to commit to putting this on the April 2027 ballot.

Moved by Ald. Bowring, seconded by Ald. Reinecke to amend the motion to adopt a draft resolution for home rule education efforts from “no later than” to “no sooner than” April 6, 2027.

Moved by Ald. Bowring, seconded by Ald. Marks to amend the amendment to adopt a draft resolution for home rule education efforts from “no sooner than” to “aiming for” April 6, 2027.

AYES: 2 (Bowring, Marks)

ABSENT: 1 (Furnish)

NAYS: 7 (Kilburg, Kosirog, Malecki, Mayer, Palmquist, Paschke, Reinecke)

MOTION FAILED

Moved by Ald. Paschke, seconded by Ald. Marks to amend the resolution to “no later than the 2028 general election.”

AYES: 9 (Bowring, Kilburg, Kosirog, Malecki, Marks, Mayer, Palmquist, Paschke, Reinecke)

ABSENT: 1 (Furnish)

NAYS: 0

MOTION CARRIED

Roll call vote on the main motion as modified in the amendment:

AYES: 9 (Bowring, Kilburg, Kosirog, Malecki, Marks, Mayer, Palmquist, Paschke, Reinecke)

ABSENT: 1 (Furnish)

NAYS: 0

MOTION CARRIED

### **Public Comment**

None.

### **New Business**

Ald. Kilburg asked if the bid for leaf collection is pro-rated if the leaves in Zone A are not collected due to the snow. Admin. Voigt will check with Dir. Babica on this.

Ald. Malecki acknowledged the Batavia Rotary Club whose members volunteered on Thanksgiving to help clean a residents' yard and noted that the homeowners were very appreciative.

Admin. Voigt asked the council to keep Monday, December 8, open in the event that a special city council meeting is to be held on that day.

### **Adjournment**

On a motion by Ald. Mayer, the meeting was adjourned by unanimous voice vote at 9:40 PM.

*- Submitted by Clerk Kellick*



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Consider resolution Awarding Contract to Electrical Testing Solutions for the Peyton Street Substation Preventive Maintenance.								
Presenter & Title:	Aaron Holton – Superintendent of Electric Services.								
Date:	January 20, 2026								
<b>Please Check Appropriate Box:</b>									
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting						
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting						
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -						
Associated Strategic Plan Goal/Objective: QIS III									
Estimated Cost: \$ 95,163	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
<i>If "Other Funding," please explain how the item will be funded:</i>									
<b>Executive Summary:</b>									
Bids were opened on December 22, 2025 at 10:00am for preventive maintenance at the Peyton Street Substation., two bids were received. This project will consist of a 5 year maintenance cycle on the substation equipment and transformers at the Peyton Street Substations.									
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Bidder</th> <th style="width: 50%;">Amount</th> </tr> </thead> <tbody> <tr> <td>Electrical Testing Solutions</td> <td style="text-align: right;">\$29,900.00</td> </tr> <tr> <td>Quad Plus Testing LLC</td> <td style="text-align: right;">\$57,331.00</td> </tr> </tbody> </table>				Bidder	Amount	Electrical Testing Solutions	\$29,900.00	Quad Plus Testing LLC	\$57,331.00
Bidder	Amount								
Electrical Testing Solutions	\$29,900.00								
Quad Plus Testing LLC	\$57,331.00								
<b>Attachments:</b> <i>(please list)</i>									
<ul style="list-style-type: none"> <li>• Memo from Superintendent Holton</li> <li>• Resolution</li> <li>• Bid Tabulation and Bid Submission</li> </ul>									
<b>Voting Requirements:</b>									
<i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i>									
<i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>									
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>									
Recommend approving resolution awarding contract to Electrical Testing Solutions for the 2025-26 Peyton Street Substation Preventive Maintenance in an amount of \$29,900.									



**PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

January 5, 2026

**Memo To:** Mayor Burns and Committee of the Whole  
**From:** Aaron Holton, Superintendent of Electrical Services  
**Re:** Recommendation approving Contract for 2026 Substation Maintenance

The Electric Division staff has undertaken a preventive maintenance program to periodically inspect, test and repair the division’s Substation. This has been done on a 5 year basis. This year the contract will consist of a preventive maintenance cycle on the Peyton Street Substation.

Two bids were received by December 15, 2025 for the project from Electrical Testing Services. & Quad Plus Testing LLC. Staff is comfortable moving forward with the lowest bid, not just for the cost, but also for the satisfactory experience and service in the past with other substations maintenance work.

Work will begin in mid to late March of 2026, weather permitting. The maintenance cycle will consist of testing all breakers and relays, verifying protective settings, testing the power transformer and LTC, testing the standby station batteries and testing the battery chargers. The work should take three to four days to complete. The load on the substations will be served from alternate sources during the week that work is undertaken at each substation.

**BID SUMMARY**

A notice of bid was published in the Daily Herald, and advertised on the City’s bid webpage. Two (2) bids were received and opened.

See attached bid summary for bid amounts.

**Staff Recommendations:**

After reviewing the bids for the labor for 2025-26 Substation Maintenance Contract, it is the staff’s recommendation to the City Council to **award to Electrical Testing Solutions in the amount of \$29,900.00.**

Cc: Alex Voigt, City Administrator  
Rich Babica, Director of Public Works  
Nate Landers, Assistant Director of Public Works  
Jose Ruiz, Manager of Electric Operations  
Jennifer Hilkemann, Manager of Distribution Construction & Maintenance  
Jennifer Shelley, Purchasing & Inventory Coordinator

**RESOLUTION NO. 2026-\_\_**

**RESOLUTION AUTHORIZING AWARD OF  
CONTRACT TO ELECTRICAL TESTING SOLUTIONS FOR THE 2025-26 PEYTON  
STREET SUBSTATION PREVENTIVE MAINTENANCE IN AN AMOUNT OF \$29,900**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE  
COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized, on behalf of the City of Geneva, to award the 2025-26 Peyton Street Substation Preventive Maintenance contract to Electric Testing Solutions, in the form attached hereto.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 20<sup>th</sup> day of January 2026.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 20<sup>th</sup> day of January 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



### Bid Price Comparison for Peyton Substation Preventive Maintenance

	Power Transformer Test & Maintenance	LTC Test & Maintenance	Relay, Breaker & Switch Test Maintenance	Substation Station Standby Battery & Charger Test & Maintenance	Total
<b>Electrical Testing Solution</b>	\$2,400.00	\$5,500.00	\$18,200.00	\$3,800.00	<b>\$29,900.00</b>
<b>Quad Plus Testing LLC</b>	\$11,000.00	\$26,150.00	\$15,181.00	\$5,000.00	<b>\$57,331.00</b>

BIDDING DOCUMENTS  
FY 2025-26 Peyton Substation Preventive Maintenance

November 2025



Prepared By:

CITY OF GENEVA  
ELECTRIC DIVISION  
1800 SOUTH STREET  
GENEVA, IL 60134  
TELEPHONE: (630) 232-1503  
FACSIMILE: (630) 208-1503

CONTACT PERSON:

JOSE RUIZ, MANAGER OF ELECTRIC OPERATIONS

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CITY OF GENEVA ELECTRIC DIVISION  
1800 SOUTH STREET  
GENEVA, IL 60134

#### NOTICE TO BIDDERS

**Duplicate** sealed Proposals submitted in a sealed envelope with the words "FY 2025-26 Peyton Substation Preventive Maintenance" clearly marked on it, will be received by the City of Geneva, Illinois on or before ten o'clock a.m., local time, December 22, 2025, at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read for the construction, including the supply of necessary labor, materials and equipment of all related work thereto for the Project known as "FY 2025-26 Peyton Substation Preventive Maintenance". Any Proposal received subsequent to the time specified will be promptly returned to the Bidder unopened.

Description of Project: The project will consist of:

A maintenance cycle on the Power Transformer and Load Tap Changer at Peyton Substation. All relay settings and schemes will be tested and verified along with proper operation and timing of the associated circuit breakers. The standby substation service battery at Peyton Substation will be fully load tested.

There will be a pre-Bid meeting on Thursday, December 11, 2025 at 9:00 a.m. at Geneva Public Works, 1800 South Street, Geneva, IL 60134. All Bidders are required to attend this pre-Bid meeting.

This work shall be done in accordance with the Specifications as prepared by the City of Geneva Electric Utility. Copies of the plans, specifications, and drawings together with all necessary forms and other documents for Bidders may be obtained via the web at <https://www.geneva.il.us/bids.aspx>.

The Contractor and Sub-Contractors shall pay not less than the prevailing rate of wages as found by the Department of Labor or as determined by the Court of Appeal, to all laborers, workmen and mechanics performing work under the Contract. A signed certification stating the above as well as the fact that the Bidder is not barred from Bidding as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (as amended) must be submitted with the sealed Bid.

Each Bid must be accompanied by a Bid bond signed by a Surety company authorized to do business in Illinois, or by a cashier's check or certified check in the amount of ten (10) percent of the base Bid. Any Bid not accompanied by a required Bid deposit will be rejected.

The City of Geneva, IL reserves the right to reject any or all Bids and waive technicalities.

The City of Geneva, Illinois  
Alex Voigt  
City Administrator  
November 20, 2025

Published in the "Daily Herald": November 20, 2025

## FY 2025-26 Peyton Substation Preventive Maintenance

### INSTRUCTIONS TO BIDDERS

1. Description of Project: The project will consist of:

A maintenance cycle on the Power Transformer, Load Tap Changer and Station Standby Service Battery and Charger at Peyton substation. In addition all relay settings and schemes will be tested and verified along with proper operation and timing of the associated circuit breakers. The Standby Battery and Charger will be fully load tested. The Battery Charger at Peyton Sub will need to be tested and maintained per manufacturer's instructions. Such work will start on Monday, March 02, 2026, and is expected to be completed in no more than five business days, to minimize the reliability exposure of the City of Geneva distribution system, and reports must be available two weeks after work has been completed April 23, 2026.

There will be a pre-Bid meeting on Thursday, December 11, 2025 at 9:00 a.m. at Geneva Public Works, 1800 South Street, Geneva, IL 60134. All Bidders are required to attend this pre-Bid meeting.

Also, there will be a pre-construction meeting on Monday, February 02, 2026 at 9:00 a.m. at Geneva Public Works, 1800 South Street, Geneva, IL 60134. Awarded bidder is required to attend this pre-construction meeting.

The project is located in the City of Geneva, in the State of Illinois, all as more fully described in the Plans, Specifications, Drawings and Contractor's Proposal therefore hereinafter referred to.

2. Work on or around Energized Lines.

Any work done in vaults, all switching of high voltage cables, all splicing and terminating shall be performed by qualified personnel with proven experience in the type of work to be performed. The Bidder shall provide documentation that all employees working on high voltage cables are journeyman lineman and can demonstrate experience with overhead and underground 15 kV cable, terminations, etc. Lineman employed by the Contractor on this project shall be expected to be familiar with the operation and use of the tools of the trade, including but not limited to, Shotguns, Hot Stick Phasing Sets, and Grounding of Underground Cables. Contractor shall make sure each journeyman lineman has all necessary tools and equipment for use onsite. All such work shall be performed to meet at least the safety rules and regulations prescribed by the City of Geneva ("hereafter referred to as the "Owner") for its own employees including the use of rubber gloves, sleeves, hot sticks and associated protective equipment, a copy of which rules and regulations may be examined at the office of the Owner. Adherence to the latest revision any and all applicable OSHA and IDOL standards is required.

3. Materials.

At or prior to the commencement of construction, the Owner shall make available to the Contractor all materials which the Owner has on hand, and from time to time as such additional deliveries of materials, if any, are received by the Owner, the Owner shall make such materials available to the Contractor: Provided, however, that the Contractor or his authorized representative will give to the Owner a receipt in such form as the Owner shall approve for all materials furnished by the Owner to the Contractor. Upon completion of the Project the Contractor will return to the Owner all materials furnished by the Owner in excess of those required for the construction as determined from the Final Inventory approved by the Owner. The Contractor shall reimburse the Owner at the Owner's invoice cost, for loss and/or damage of materials furnished by the Owner to the Contractor while such materials are under the Contractor's care.

4. Obtaining Documents.

The Plans and Specifications for Testing together with all necessary forms and other documents for Bidders may be obtained at <https://www.geneva.il.us/bids.aspx>.

5. Manner of Submitting Proposals.

Proposals and all supporting instruments must be submitted in duplicate on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. Only Proposals that are made on the regular Proposal forms will be considered. The Proposal forms must not be separated from the complete set of documents. The Proposal shall be executed properly, and Bids shall be made for all items indicated in the Proposal form, except that when alternate Bids are asked, a Bid on more than one alternative for each item is not required, unless the special provisions provide otherwise. The Bidder shall indicate, in U.S. Dollars, a unit price for each of the separate items called for in the Proposal; he shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the Proposal shall be the summation of said products. All unit prices shall be conditioned on furnishing a bond executed by a corporate Surety company satisfactory to the Owner. The name and address of the Bidder, its license number (if a license is required by the State), and the date and hour of the opening of Bids must appear on the envelope in which the Proposal is submitted. Proposals must be filled in ink, computer generated or typewritten. No alterations or interlineations will be permitted, unless made before submission. Any such modifications shall be initialed and dated.

If the Proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

6. Familiarity with Conditions.

Prior to the submission of the Proposal the Bidder shall make and shall be deemed to have made a careful examination of the site of the Project and of the Plans and Specifications for Testing, and forms of Contractor's Proposal and Contractor's Bond on file with the City Clerk of the Owner, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. The City does not guarantee the existence, non-existence, or locations of any surface or sub-surface structures, nor the character of any sub-surface material which may be shown on the plans. The inclusion of such structures or materials is based on the best data available but should not be regarded as conclusive. The Owner assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

If any Bidder is in doubt as to the true meaning of any part of the Specifications, or other Contract documents, he may submit to the Superintendent of the Electric Utility a written request for an interpretation thereof; said Bidder will be responsible for its prompt delivery. The Superintendent of the Electric Division will give an interpretation of the matter in question by issuing an "Addenda" and sending same to each person receiving a set of Contract documents.

Bidders will be required to comply with all applicable statutes, regulations, Federal and State laws, local laws and ordinances, etc., including those pertaining to the licensing of Contractors, and the so-called "Kickback Statute" (48 Stat.948) and regulations issued pursuant thereto. Bidder will also be required to comply with rules and regulations of the City of Geneva, IL, in which city these improvements are located.

7. Bidder's Qualifications.

A Bidder may be required to file with the Owner the Bidder's Qualifications on forms supplied by the Owner, at least ten (10) days in advance of the scheduled Bid opening if the Owner does not have any knowledge of the Bidder completing a similar construction project. A Bid will not be considered from a Bidder required to submit Bidder's Qualifications who has not been notified by the Owner prior to the Bid opening that such Bidder's Qualifications are satisfactory to the Owner. Questions, if any, concerning the sufficiency of such prior work performed by a prospective Bidder or the necessity for filing Bidder's Qualifications forms shall be raised by the

Bidder at least five (5) days prior to the time herein specified for filing the Bidder's Qualifications; questions related to completed Bidder's Qualifications forms shall be resolved prior to the scheduled Bid opening.

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Proposal:

- (a) More than one Proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- (d) Failure to submit a unit price for each item of work listed in the Proposal.
- (e) Lack of competency as revealed by financial statement or experience questionnaire, if such are required by the Special Provisions.
- (f) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- (g) Owner reserves the right to make changes to Accepted Bidders List at any point in time.

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the Awarding Authority, upon request, with satisfactory evidence of his competency to perform the work contemplated. When requested, he shall submit to the Owner a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The accountant who prepares the statement shall certify that he holds a valid, current certificate as a Certified Public Accountant, issued in accordance with the laws of the state in which he is licensed. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a Proposal.

Before an award is made, the Bidder may, at the option of the awarding authority, be required to furnish a statement showing the value of all uncompleted work the Bidder has "in process"; awarded (by Owner or others) but completed at the time of such request.

#### 8. Alternate Designs.

The Owner reserves the right to confine its consideration of the several Bids to one type of design regardless of alternate types of design which may be specified in the Plans and Specifications for Construction and offered in the Proposals.

#### 9. The Time for Completion of Construction of the Project shall be as specified by the Owner in the Proposal.

#### 10. Bid Bond.

Each Proposal must be accompanied by a Bid Bond in the form attached or a certified check issued by a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum Bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's bond is furnished by the successful Bidder, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is

not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.

11. Contractor's Bond.

The successful Bidder will be required to compute three additional counterparts of the Proposal and to furnish a Contractor's Bond (Performance and Payment) in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the Contract price.

12. Failure to Furnish Contractor's Bond.

Should the successful Bidder fail or refuse to compute such counterparts or to furnish a Contractor's Bond within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the Project. The term "successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to the counterparts or to furnish a satisfactory Contractor's Bond.

13. Contract is Entire Agreement.

The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.

14. Minor Irregularities.

The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.

15. Rejection of Bids.

The Owner reserves the right to reject any or all Proposals, and to accept the Proposal which in its opinion is in the best interest of the Owner. The attention of Bidders is specially called to the desirability of a proper balance between prices for labor and materials and between the total prices for the respective Construction Units. Lack of such balance may be considered as a reason for rejecting a Proposal.

16. Definition of Terms.

The terms used throughout this Contract shall be as defined in Article VI, Section 1, of the Contractor's Proposal.

17. The Owner Represents:

a. If by provisions of the Contractor's Proposal the Owner shall have undertaken to furnish any materials for the construction of the Project, such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.

b. All funds necessary for prompt payment for the construction of the Project will be available.

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Contractor will be entitled to an extension of time of

completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation, provided the Contractor shall have promptly notified the Owner in writing of its desire to extend the time of completion in advance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Contractor for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. hereof.

18. Freedom of Information:

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of the Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act due to Contractor's actions, Contractor shall reimburse the City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

19. Tax Exempt Status

The City of Geneva is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax. The City of Geneva will supply a Sales Tax Exemption form for the use of the successful bidder for purchase of goods related to this contract upon request. Bidders should prepare their bid responses assuming eligible goods, as identified on this form, will be free of sales tax liability. A sample form has been included in this proposal.

The City of Geneva reserves the right in its sole discretion to determine whether a supplier may utilize the City's tax exemption for purchases of goods.

Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business. Additionally, the City reserves the right to pursue other remedies against the contractor to the full extent of the law and State regulations.

**AFFIDAVIT OF EXPERIENCE**

STATE OF Wisconsin )  
COUNTY OF Winnebago )

Tito Machado being duly sworn, that he is  
President of Electrical Testing Solutions  
(Sole owner, member of firm, (Individual, firm or  
corporate official) corporate name)

which has done work for the following parties of the general kind and approximate magnitude under this Contract:

<u>Name of Owner</u>	<u>Job Description</u>	<u>\$ Amount</u>
<u>St. Cloud VA Medical Center</u>	<u>Preventative Maintenance of Electrical Distribution Equipment</u>	<u>\$199,700.00</u>
<u>Verizon Wireless</u>	<u>Preventative Maintenance of Electrical Distribution Equipment</u>	<u>\$25,421.00</u>
<u>Microsoft Data Center</u>	<u>Commissioning of Electrical Distribution Equipment</u>	<u>\$63,241.09</u>

and that Electrical Testing Solutions owns or has available  
(he, said firm, said corporation)

for immediate use on the proposed work the following plant and equipment:

<u>Machine</u>	<u>Year Built</u>	<u>Machine</u>	<u>Year Built</u>
<u>ETI PI-6000</u>	<u>2012</u>	<u>Megger MIT525</u>	<u>2010</u>
<u>ETI PI-4000</u>	<u>2013</u>	<u>AEMC 6250</u>	<u>2016</u>
<u>Fluke 1507</u>	<u>2019</u>	<u>Flir T420</u>	<u>2015</u>

and that Jason Wipperman will be assigned to work  
(Name of Superintendent)

under this Contract, and that his experience in this kind of work is as follows:

<u>Name of Job</u>	<u>Engineer or Owner</u>
<u>Verizon Hickory Hills (9162)</u>	<u>Jason Wipperman</u>
<u>St. Cloud VAMC Substation (9229)</u>	<u>Jason Wipperman</u>
<u>Microsoft Data Center Breaker Testing (9139)</u>	<u>Jason Wipperman</u>

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

Subscribed and sworn to before me this 18 day of DECEMBER 2025.

*Antonio Jose Machado*  
Notary Public

10-6-29



**CERTIFICATION FOR BID**

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder is not barred from Bidding upon the Bid Specifications for the Project Known as Peyton Street Substation Preventive Maintenance, as a result of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statues, 1987 (As Amended).

Tito Machado   
Name

Electrical Testing Solutions  
Company

12/18/2025  
Date

All laborers, mechanics, and other workers employed in any public work under this Contract shall be paid in accordance with the prevailing wage rates approved by the City of Geneva as attached to the Project Specifications.

The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

CERTIFICATION OF DRUG FREE WORKPLACE

The undersigned, as a duly-authorized representative of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor ensures that they operate a drug free environment and that drugs are not allowed in the workplace or satellite locations as well as City of Geneva sites in accordance with the Drug Free Workplace Act of January 1992.

Tito Machado

Name



Electrical Testing Solutions

Company

12/18/2025

Date

**CERTIFICATION FOR CONTRACT**

The undersigned, as a duly-authorized representatives of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor is not barred from Bidding on the Contract, or entering into this Contract known as Peyton Street Substation Preventive Maintenance, as result of a violation of either Section 33E-3 or 33E-4 or Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

Tito Machado  
Name

Electrical Testing Solutions  
Company

12/18/2025  
Date

The undersigned, as a duly-authorized representative of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project know as Peyton Street Substation Preventive Maintenance

Tito Machado  
Name

Electrical Testing Solutions  
Company

12/18/2025  
Date

CERTIFICATE OF COMPLIANCE WITH SECTION 11.42.1-1 OF THE ILLINOIS MUNICIPAL CODE

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that Electrical Testing Solutions (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11.42.1, Illinois Revised Statutes.

Electrical Testing Solutions  
Name of Contractor

BY: Tito Machado, President  
TITLE

Subscribed and sworn to before me this 18 day of DECEMBER, 2025.

[Signature]  
Notary Public  
10-6-29



**BID BOND**

1. KNOW ALL MEN that we, \_\_\_\_\_ as Principal, and as Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ (hereafter called the "Owner") in the penal sum of ten percent (10%) of the amount of the Bid referred to in paragraph 2 below, but not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_), as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;

2. WHEREAS, the Principal has submitted a Bid to the Owner for the construction of the project known as \_\_\_\_\_;

3. NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the Bid of the Principal, and

(a) the Principal shall execute such Contract documents, if any, as may be required by the terms of the Bid and give such Contractor's Bond or Bonds for the performance of the Contract and for the prompt payment of labor and material furnished for the Project as may be specified in the Bid, or

(b) in the event of the failure of the Principal to execute such Contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof, between the amount specified in the Bid and such larger amount for which the Owner may in good faith Contract with another party to construct the Project, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
principal (seal)

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

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

\_\_\_\_\_  
Surety (seal)

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

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

**CONTRACTOR'S PROPOSAL**  
**(Proposal shall be submitted in ink or typewritten)**

TO: Jose Ruiz - Manager Electric Operations  
Geneva Public Works Department

(Hereinafter called the "Owner")

ARTICLE I--GENERAL

Section 1 . Offer to Construct.

The undersigned (hereinafter called the "Contractor") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project known as Peyton Substation Preventive Maintenance in strict accordance with the Plans and Specifications for the prices hereinafter stated.

Section 2. Owner-Furnished Materials.

The Contractor understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Contractor the material set forth in the attached "List of Owner's Materials" and the Contractor will give a receipt therefore in writing to the Owner. The Contractor, further, will on behalf of the Owner accept delivery of such of the materials indicated in the list as not delivered as may be subsequently delivered and will promptly forward to the Owner for payment the supplier's invoice, together with the Contractor's receipt in writing for such materials. The materials referred to are on hand at, or will be delivered to, the locations specified in the List and the Contractor will use such materials in constructing the Project. The contractor is financially responsible for the care and safekeeping of the material until such time that the project is accepted by the City. Damage or loss of such City supplied material will be deducted from the final amount owed to the contractor.

The value of the completed Construction Units certified by the Contractor each month pursuant to Article III, Section 1.a of this Proposal shall be reduced by an amount equal to the value of the materials installed by the Contractor during the preceding month which have been furnished by the Owner or the delivery of which has been furnished by the Owner or the delivery of which has been accepted by the Contractor on behalf of the Owner. Only ninety percent (90%) of the remainder shall be paid prior to the Completion of the Project. The value of such materials shall be computed on the basis of the unit prices stated in the Lists. The value of all Owner-furnished materials not installed in the Project nor returned to the Owner (in good condition) shall be deducted from the final payment to the Contractor.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached List. If the Owner furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials listed as "*not delivered*" shall be furnished to the Contractor as necessary during progress of the work. Upon delivery of such materials and/or equipment the Contractor shall promptly receive, unload, transport and handle all materials and equipment listed as "*not delivered*" at its expense and shall be responsible for demurrage, if any.

Section 3. Purchase of Materials Not Furnished by Owner.

The Contractor will purchase all materials and equipment (other than Owner-furnished materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall become the property of the Owner when erected in place and Owner has approved such installation as acceptable.

Section 4. Award of Contract.

Before an award of the Contract is made to a Contractor, said Contractor may be required, upon request by the City, to furnish any of the following information:

- a. His performance record
- b. Address and description of his plant or permanent place of business
- c. An itemized list of his equipment
- d. His financial statement
- e. Such additional information as will satisfy them that the Contractor is adequately prepared to fulfill the Contract.

The Proposals received will be compared on the basis of the summation of the products of the items of work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the Proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding Contracts, the Owner will, in addition to considering the amounts stated in the Proposals, take into consideration the responsibility of the various Bidders as determined from a study of the data required under the previous article and from other investigations which it may elect to make.

Except in cases where the Owner exercises the right reserved to reject any or all Proposals, the contract will be awarded by the Owner, as soon as practicable after the opening of Proposals, to the Bidder who has submitted the lowest priced Proposal (as determined by Owner's calculations) that complies with all requirements necessary to render it formal and who has satisfied the requirements of the Specifications as to the responsibility of Bidders.

Any Bidder may withdraw his or her Bid by letter or telegraphic request or, with proper identification, by personally securing the Bid Proposal at any time prior to the time fixed for opening of Bids and provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. Telephonic request to withdraw a Bid will not be considered.

All Bid deposits (except that of the lowest responsible Bidder) will be returned after the lowest responsible Bidder is determined and approved by the City Council. The return of the Bid deposit to the successful Bidder or awardee will be contingent upon that Bidder's or awardee's execution of a written Contract with the City.

The Contract shall be deemed as having been awarded when formal written notice of award has been duly served upon the Bidder to whom the City contemplates awarding the Contract by some officer or agent of the City duly authorized to give such notice and the Contractor shall start construction within twenty-eight (28) calendar days of the award of the Contract.

Unless otherwise specified, if a Contract is not awarded within thirty (30) days after the opening of Proposals, a Bidder may file a written request with the Owner for the withdrawal of his Bid. The Owner will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation.

Section 5. Proposal on a Lump Sum Basis.

The Bidder understands and agrees that the Bid is on a lump sum basis as set forth in the Bid Form.

Lump Sum Bid Price	\$29,900.00
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Breakdown of Lump Sum Bid Price

Power Transformer Test and Maintenance	\$2,400.00
LTC Tests and Maintenance	\$5,500.00
Relay, Breaker and Switch Tests and Maintenance	\$18,200.00
Substation Station Standby Battery & Charger Tests and Maintenance	\$3,800.00
Other	\$
Other	\$

Section 6. Familiarity with Conditions.

The Bidder has made a careful examination of the site of the Project to be constructed and of the Plans, Specifications, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions, state and local laws and regulations which would affect work on the proposed construction.

Section 7. License.

The Bidder warrants that a Contractor's License (is) (is not) required, and if required it possesses Contractor's License No \_\_\_\_\_ for the State of \_\_\_\_\_ in which the Project is located and said license expires on \_\_\_\_\_, 20\_\_.

Section 8. Proposal Made in Good Faith.

The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

Section 9. Financial Resources.

The Bidder warrants that it possesses adequate financial resources and agrees that in the event this Proposal is accepted it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a Surety or sureties listed by the United States Treasury Department as Acceptable Sureties.

In the event that the Surety or sureties on the performance bond delivered to the Owner contemporaneously with the execution of the Contract or on any Bond or Bonds delivered in substitution thereof or in addition thereto shall at any time become unsatisfactory to the Owner, the Bidder agrees to deliver to the Owner another or an additional Bond.

#### Section 10. Taxes.

The unit prices(s) for Construction Units in this Proposal include provisions for the payment of all moneys which will be payable by the Contractor or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof to be incorporated in the Project as part of such Construction Units. The Contractor agrees to pay all such taxes, except taxes upon the sale, purchase or use of owner-furnished materials and it is understood that, as to Owner-furnished materials, the values stated in the attached "List of Owner's Materials" include taxes upon the sale, purchase or use of Owner- furnished materials, if applicable. The Contractor will furnish to the appropriate taxing authorities all required information and reports pertaining to the Project, except as to the Owner-furnished materials.

#### Section 11. Changes in Quantities.

The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. If the Owner changes the quantity of any unit or units specified in this Proposal by more than 15%, and the materials cost to the Contractor is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such 15%, shall be regarded as a change in the construction within the meaning of Article II, Section 1(h) of this Proposal.

#### Section 12. Description of Contract.

The Notice and Instructions to Bidders, Plans and Specifications for Testing, all attached hereto and made a part hereof together with the Proposal and Acceptance constitute the Contract. The Plans are identified as follows, but added at the end of this Bid Document:

Testing specifications

One-line diagram

Map



## ARTICLE II--CONSTRUCTION

### Section 1 . Time and Manner of Construction.

- a. The Bidder agrees to commence construction of the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Owner after notice in writing of acceptance of the Proposal by the Owner, but in no event will the Commencement Date be before December 31, 2025. The Bidder further agrees to prosecute diligently and to complete work in strict accordance with the Plans, Specifications and Drawings (excluding Saturdays & Sundays and City Holidays) after Commencement Date, per substation. Latest substantial completion date of April 30, 2026.
- b. The time for Completion of Work shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, Sub-Contractors and material suppliers, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however, that no such extension of the time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. It is understood and agreed that the Contractor has considered in his Bid all of the permanent and temporary utility appurtenances in their present positions and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them either by the utilities company or by himself, or an account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.
- d. If separate Contracts are left for work comprising an entire improvement, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. In case of dispute, the Owner shall be the referee and his decision shall be final and binding on all.
- e. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract, and shall protect and save harmless the Owner and all agents of the Owner from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. Each Contractor shall assume all responsibility for his work not completed or accepted because of the presence and operations of the other Contractors.
- f. The Contractor shall as far as possible arrange his work, and place and dispose of materials being used, so as not to interfere with the operations of the other Contractors within the limits of the same improvement. Contractor shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others, all as approved by the Owner.

g. The sequence of work shall be as set forth below, or if no sequence is set forth below, the sequence of work shall be as determined by the Contractor, subject to the approval of the Owner. Promptly after the award of the Contract, the Contractor shall submit to the Owner a satisfactory progress schedule which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of days set up in the Contract. The progress schedule shall be reviewed and revised periodically as working conditions warrant. The Contractor shall confer with the Owner in regard to the prosecution of the work in accordance with this schedule. This schedule shall be used as a basis for establishing major construction operations, and for checking the progress of the work.

h. The Owner may from time to time during the progress of the construction of the Project make such changes, additions to or subtractions from the Plans and Specifications for Testing, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted at the Contractor's written request. The Contractor shall make a written request therefore to the Owner within ten (10) days after any such change in construction is made. Such written request shall also specify the cost to the Contractor if such change materially increases the cost of construction to the Contractor. The Owner shall pay the Contractor for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Contractor, but no claim for additional compensation for any such change or addition will be considered unless the Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

i. The Contractor will not perform any work hereunder on Saturdays or Sundays unless there is urgent need for such Saturday or Sunday work and the Owner consents thereto in writing. The time for completion specified in subsection "a" of this Section 1 shall not be affected in any way by inclusion of this subsection nor by the Owner's consent or lack of consent to Saturday or Sunday work hereunder.

#### Section 2. Protection and Restoration of Property.

The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures. From time to time or as may be ordered by the Owner and immediately after completion of the work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the work that Contractor is issued by Owner. Upon failure to do so within five (5) calendar days after written request by the Owner, such clean up may be performed by the Owner and the cost thereof be charged to the Contractor and be deducted from his final estimate. Upon completion of the work, the Contractor shall remove all his equipment and put the area of the work in a neat and clean condition and do all other cleaning required to complete the work in a professional, workmanlike manner, ready for use and satisfactory to the Owner. The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

If the Contractor desires to use water from hydrants, he shall make contact Geneva Public Works to receive an application, and shall conform to the municipal ordinances, rules, or regulations concerning their use. Water shall be furnished from the hydrant at Public Works, 1800 South Street, Geneva, IL at the Owner's expense unless otherwise specified in the Special Provisions. A hydrant meter shall be used. The quantity of water used shall be reported to the Water Department prior to leaving Geneva Public Works.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules, or regulations, or within five (5) feet of a fire hydrant, in the absence of such ordinances, rules or regulations.

If corporate or private property interferes with the work, the Contractor shall notify, in writing, the owners of such property. The Contractor shall furnish the Owner with copies of such notifications and with copies of any agreement between him and the property owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground facilities, overhead structures of public utilities, trees, shrubbery, crops, and fences contiguous to the work, of which the Contract does not provide for removal. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey Monuments, or other similar monuments, until the Owner, or an authorized surveyor or agent has witnessed or otherwise references their location or relocation. The Contractor shall take reasonable precautions to avoid disturbing any archeological and other historic remains encountered during construction. The Contractor shall notify the Owner of the presence of any such survey or property monuments or archeological and other historic remains as soon as they are discovered.

The Contractor shall be responsible for any damage or destruction of property of any character resulting from the method of execution or non-execution of the Contractor's work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the Specifications complied with.

The Contractor shall at all times minimize the impact on trees in the work area by ensuring equipment storage/heavy machinery is not stored or used under tree canopies whenever possible. Also when construction requires the cutting of tree roots the technique of root shaping will be used to minimize damage to the affected tree. When such construction takes place it's the contractor's responsibility to notify the Owner while the work is ongoing to assess the condition of the tree and probability of survival. If root cutting is performed, contractor shall take pictures of the before and after conditions of the root pruning to demonstrate that proper techniques were used.

Whenever public or private property is damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Owner may after the expiration of a period of forty-eight (48) hours after giving him notice in writing proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under his Contract.

The contractor shall remove the top six (6) inches of clay and replace with black dirt, grading appropriately and repairing all construction-damaged portions with mulch or seed, fertilizer and excelsior blanket (see specifications for blanket) to promote the growth of new grass. It is also the responsibility of the contractor to return and remove the blanket after the seed has germinated (approximately 4-6 weeks after installation.) If it is not breaking down and disintegrating. If the seed hasn't taken, contractor shall seed again, install new fertilizer and blanket and return in another 4-6 weeks or as directed by City personnel. If a homeowner specifically requests sod, the Contractor will comply after a change order has been executed with the City. The

homeowner is responsible for watering any grass or sod after the initial installation. Final walk through acceptance of landscaping will be performed a minimum of 6 weeks after completion to insure grass has taken. Contractor shall guarantee plants for one year after satisfactorily planted.

In areas where plant material was disturbed, contractor shall replace plants to match pictures taken prior to construction. If pictures do not cover the area disturbed, contractor will restore to homeowner's and City's satisfaction.

If necessary, the Contractor shall remove all mailboxes within the limits of construction that interfere with construction operations and shall erect them at temporary locations. As soon as construction operations permit, he shall set the mailboxes at their permanent locations. This work shall be performed as directed by the Owner. The Contractor shall replace at his own expense any mailbox or post which has been damaged by his operations.

The cost of all materials required and all labor necessary to comply with the above provisions shall be included in the Landscaping portion of the Contract.

#### Section 3. The Bidder.

The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified personnel (including appropriate supervision).

#### Section 4. Changes in Construction.

If requested by Owner, in cases of satisfactorily performed work that is subsequently modified, upgraded, or otherwise changed by the Owner, the Contractor agrees to make such changes in construction previously installed in the Project by the Bidder as required by the Owner. The compensation for such changes shall be agreed upon in writing by the Contractor and the Owner prior to commencement of work in connection with such changes.

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

#### Section 5. Construction Not in Proposal.

The Contractor also agrees to do other work not herein provided for and which may be necessary in order to complete the project, or which the Owner may desire, when and as approved and ordered by the Owner. Such extra work shall be paid for at a fair and reasonable price to be mutually agreed upon before a Contract Change Order is issued. The timeframe to complete such additional work shall be mutually agreed to prior to commencement of such additional work.

If the nature of the work is such as to preclude making an estimate of cost prior to the execution of the work or if a fair and reasonable price cannot be mutually agreed upon, the Owner may request the Contractor to proceed with the work on the basis that he be paid at a reasonable cost plus 15 percent. On items of this nature, the Contractor shall submit to the Owner, as soon as possible after the completion of the work, a complete itemized breakdown of the cost of the work. Reasonable costs shall include the actual cost to the Bidder of all material used, of all labor employed (including supervision) and a reasonable rental for machinery and power tools when such are required. Labor costs shall include all wages, assessments and fees paid by the Contractor on the employees' wages, such as compensation insurance, employees' liability insurance, OAB payments and Social

Security payments. Reasonable cost shall not include rental of small tools, or buildings, wages for the Contractor or his superintendent, public liability insurance, percentage on Sub-Contractors, allowance for use of capital, or any fees, commissions or profits.

The Contractor shall, if requested, submit to the Owner daily summaries of all labor time charged to extra work, for the Owner's approval, such approved summaries to be the basis for calculating extra labor time.

#### Section 6. Supervision and Inspection.

a. The Contractor shall be responsible for providing adequate and satisfactory supervision of all work assigned/performed by a competent supervisory person (herein after called the "Superintendent"). Such individual(s) shall be present at all times during working hours where construction is being carried on. Directions and instructions given to the Superintendent shall be binding upon the Contractor. The cost of providing such supervision shall be borne by the Contractor and built into the applicable unit price rates for performing the assigned work.

It is implied and expected that the Contractor shall employ, in connection with the construction of the Project, capable, experienced and reliable personnel as may be required for the various classes of work to be performed. This includes journeyman lineman for all work in and around energized lines or lines that may become energized.

b. The Owner reserves the right to require the removal from the Project of any employee of the Contractor and Contractors for noncompliance of installation which may include use of improper tools, improper installation, and/or not meeting timelines or schedules for installations, if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Contractor to increase the number of its workforce at contractor's expense to meet schedules in installation. Owner has established all provisions to judge performance based on successful completion of work assignments as measured by Owner's standards. Contractor's obligations shall be to complete the work within the time and in the manner specified in this Proposal.

c. Regardless of any tests of materials made at the source, the Contractor shall carefully inspect all materials before installation and reject any materials which have been damaged or have visible flaws. The manner of construction of the Project, and all materials and equipment used therein, shall be subject to the inspection, tests and approval of the Owner, and the Contractor shall furnish all information required by the Owner concerning the nature or source of any materials incorporated or to be incorporated in the Project. The failure of the Owner to detect irregularities does not relieve the Contractor of responsibility to remove or replace materials which are found to be defective after installation. The Owner shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Contractor and of any Sub-Contractor, relevant to the construction of the Project. The Contractor shall provide all reasonable facilities necessary for such inspection and tests. The Owner shall make final inspection of all work, included in the Contract, as soon as practicable after notification by the Contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Owner at the time of such inspection, he shall inform the Contractor as to the particular defects to be remedied before final acceptance can be made. The Contractor shall have an authorized agent accompany the Owner when final inspection is made and, if requested by the Owner, when any other inspection is made.

- d. If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the work. All stored materials shall be inspected and approved before being placed in storage. Space required shall be provided by the Contractor at Contractor's expense.
- e. In the event that the Owner shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Contractor and the Contractor's Surety or sureties to have an inspection made, in cooperation with the Owner for the purpose of determining the exact nature, extent and location of such defects. Any such corrective actions, to remedy defective work or materials, shall not be cause for an extension of the schedule. Contractor shall incur costs required to meet stipulations of contract.
- f. The Owner may recommend that the Contractor suspend the work wholly or in part for such period or periods as the Owner may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Contractor to comply with any of the provisions of the Contract: Provided, however, that the Contractor shall not suspend work pursuant to this provision without written authority from the Owner to do so. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Contractor to comply with any of the provisions of this Contract. In the event that work is suspended by the Contractor with the consent of the Owner, the Contractor before resuming work shall give the Owner at least twenty-four (24) hours' notice thereof in writing.
- g. The Contractor will be furnished necessary copies of the plans and special provisions, and he shall have one copy of each available on the work at all times during its prosecution. Contractor shall give the work his constant attention to facilitate the progress thereof, and shall cooperate with the Owner in every way possible. He shall have on the work at all times, a competent, English-speaking representative authorized to receive orders and act on the Contractor's behalf.

#### Section 7. Defective Materials and Workmanship.

- a. The acceptance of any materials, equipment (except Owner-furnished materials) or any workmanship by the Owner shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Contractor. Any such condemned material or equipment shall be immediately removed from the site of the Project by the Contractor at the Contractor's expense. The Contractor shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the Project, of which the Contractor shall have had notice, shall not have been replaced or remedied, as the case may be.
- b. Notwithstanding any certificate which may have been given by the Owner, if any materials, equipment (except Owner-furnished materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of construction of the Project, the Contractor shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If the Contractor shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Contractor shall de-energize that section of the Project involved in such work. In the event of failure by the Contractor so to do, the Owner may replace such defective

materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Contractor shall pay to the Owner the cost and expense thereof.

Section 8. - Traffic Control and Road Conditions.

- a. Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.
- b. The Contractor shall furnish and place all necessary barricades and warning signs for street and/or lane closings during the work operations. The Contractor shall schedule his work to limit the closing of any one street block for not more than a period of four (4) hours. Tri-Com (911) shall be notified by the Contractor prior to any street closings. Street name, cross streets and duration of closure shall be provided.
- c. The Contractor shall furnish all of the materials, labor and equipment (including flagmen if required) necessary to comply with this provision and all such costs to comply shall be borne by the Contractor and be considered incidental to the Contract.
- d. The Contractor shall notify the Owner at least three (3) days in advance of the starting of any construction work which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the work in such a manner to insure the least obstruction of vehicular and pedestrian traffic. The convenience of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner.
- e. Where the Contractor's equipment is operated on any portion of the traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean up traveled surface of all dirt and debris at the end of each day's operations. The cost of this work shall be included in the unit prices Bid and no additional compensation will be allowed. In addition, at the completion of the job, the streets which the Contractor muddied shall be swept clean by use of a street sweeper vehicle. This too, shall be incidental to the Contract.
- f. The traveled surface and structures on or adjacent to the work shall be protected, in a manner satisfactory to the Owner, from damage by lugs or cleats on treads or wheels of equipment.
- g. All equipment used in prosecution of the work shall comply with the legal loading limits established by the statutes of the State of Illinois or local regulations when moved over or operated on any traveled surface or structure unless permission in writing has been issued by the Owner. Before using any equipment which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of stresses to determine whether or not the proposed loading would be within safe limits. The Owner will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements.

## ARTICLE III--PAYMENTS AND RELEASE OF LIENS

### Section 1. Payments to Contractor

a. Within the first fifteen (15) days of each calendar month, the Owner shall make partial payment to the Contractor for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified (as satisfactorily complete) to by the Contractor, and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. **Payment shall be made only after receipt of Certified Payroll.** Only ninety percent (90%) of each such estimate approved during the construction of the Project shall be paid by the Owner to the Contractor prior to Completion of the Project. Upon completion by the Contractor of the construction of the Project, the Owner will prepare an inventory of the Project showing the total number and character of Construction Units and after checking such inventory with the Contractor, will certify it together with a certificate of the total cost of the construction performed. Upon the approval of such certificates by the Owner, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled thereunder which shall not have been paid; Provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the Project, as specified in the Certificate of Completion, unless withheld because of the fault of the Contractor.

b. The Contractor shall be paid on the basis of the number of construction Units actually installed at the direction of the Owner shown by the inventory: Provided, however, that the total cost shall not exceed the maximum Contract price for the construction of the Project as set forth in the Acceptance, unless such excess shall have been approved in writing by the Owner.

c. Notwithstanding the provisions of Section "1a" above, the Contractor may, by giving written notice thereof to the Owner, elect to receive payment in full for any Station of the Project upon:

- (1) Completion of construction of such Station as certified and approved by the Owner;
- (2) Submission to the Owner of the releases of lien and the certificate referred to in Section 2 hereof;
- (3) Submission to the Owner of the consent in writing by the Surety or Sureties on the Contractor's Bond to payment in full for such Station prior to Completion of the Project.

d. Interest at the rate of seven percent (7%) per annum shall be paid by the Owner to the Contractor on all unpaid balances due on monthly estimates, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Contractor. The due date for purposes of such monthly payment shall be the fifteenth day of each calendar month provided (1) the Contractor on or before the twentieth day of the preceding month shall have submitted its certification of construction completed during the preceding month and (2) the Owner on or before the fifteenth day of such month shall have approved such certification. If for reasons not due to the Contractor's fault, such approval shall not have been given on or before the fifteenth day of such month, the due date for purposes of this

subsection d shall be the fifteenth day of such month notwithstanding the absence of the approval of the certification.

e. Interest at the rate of seven percent (7%) per annum shall be paid by the Owner to the Contractor on the final payment for the Project or any completed Section thereof, commencing fifteen (15) days after the due date. The due date for purposes of such final payment shall be the date of approval by the Owner of all of the documents requiring such approval, as a condition precedent to the making of final payment, or ninety (90) days after the date of Completion of Construction of the Project, as specified in the Certificate of Completion, whichever date is earlier.

f. No payment shall be due while the Contractor is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of this Contract.

#### Section 2. Release of Liens and Certificate of Contractor.

(See sample Waiver and Release of Lien and sample Certificate of Contractor.) Upon the completion by the Contractor of the construction of the Project (or any Station thereof if the Contractor shall elect to receive payment in full for any Station when completed as provided above) but prior to final payment to the Contractor, the Contractor shall deliver to the Owner releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, materialmen, and Sub-Contractors furnishing services or materials for the Project or such Station and a certificate in the form attached hereto to the effect that all labor used on or for the Project or such Station has been paid and that all such releases have been submitted to the Owner.

#### Section 3. Payments to Materialmen and Sub-Contractors.

The Contractor shall pay each materialman, and each Sub-Contractor, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Contractor for and on account of materials furnished or construction performed by each materialman or each Sub-Contractor.

**WAIVER AND RELEASE OF LIEN**

WHEREAS, the undersigned, \_\_\_\_\_  
 manufacturer, materialman or Sub-Contractor  
 has furnished to \_\_\_\_\_ the  
 name of Contractor  
 following: \_\_\_\_\_ for use  
 kind of material and services furnished  
 in the construction of a project belonging to \_\_\_\_\_,  
 name of Owner  
 known as, \_\_\_\_\_  
 project designation

NOW, THEREFORE, the undersigned, \_\_\_\_\_, for and in  
 (name of manufacturer, materialmen or Sub-Contractor)

consideration \$ \_\_\_\_\_, and other good and valuable consideration, the receipt  
 whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien,  
 on the above described Project and premises, under any law, common or statutory, on account of labor or  
 materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said

\_\_\_\_\_  
 name of Contractor

for said project.

Given under my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 name of manufacturer, materialman or Sub-Contractor

By: \_\_\_\_\_ president,  
 vice president, partner or Owner, or if signed by other than one of the foregoing, accompanied by power of  
 attorney signed by one of the foregoing in favor of the signer. (use designation applicable)



## ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

### Section 1 . Protection to Persons and Property.

The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- a. The Contractor shall at no time and under no circumstances cause or permit any employee of the Contractor to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Contractors.
- b. The Contractor shall so conduct the construction of the Project as to cause the least possible obstruction of Public highways.
- c. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.
- d. Temporary water, light, power, sanitary and other utility service shall be arranged for by the Contractor for construction purposes at its own expense.
- e. The Contractor shall do all things necessary or expedient to properly protect any and all adjacent lines, highways and any and all property of others from damage, and in the event that any such lines, highways or other property are damaged in the course of construction of the Project, the Contractor shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.
- f. The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the construction of the Project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and full repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the Project or any part thereof.
- g. Any and all excess earth, rock, debris, underbrush and other useless material shall be removed by the Contractor from the site of the Project as rapidly as practicable as the work progresses.

- h. Upon violation by the Contractor of any of the provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor so to do the Owner may correct such violation at the Contractor's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without such prior notice to the Contractor.
- i. The Contractor shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.
- j. The Contractor shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the property owner that proper authorization has been received, and the Contractor shall promptly notify the Owner whenever any property owner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the Project and shall obtain the consent in writing of the owner before proceeding in any such case.
- k. Where the right-of-way of the project traverses cultivated lands, the Contractor shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the Project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Contractor shall not be responsible for loss of or damage to crops, orchards, or property (other than livestock) on the right-of-way necessarily incident to the construction of the Project and not caused by negligence or inefficient operation of the Contractor. The Contractor shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the Project. The right-of-way for purposes of this section shall consist of an area ten (10) feet on both sides of the center line of the route of the Project lines, plus such area reasonably required by the Contractor for access to the route of the Project lines from public roads to carry on construction activities.
- l. The Contractor will furnish, prior to the commencement of underground distribution construction, proof satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Contractor.
- m. The Contractor shall be responsible for adhering to OSHA and all City of Geneva Policies and Procedures regarding Confined Space Entry. The Contractor shall supply all the necessary confined space entry equipment.

## Section 2. Insurance.

The Contractor shall take out and maintain throughout the construction period insurance in the following minimum requirements:

- a. Workmen's Compensation & Employer's Liability. This insurance shall protect Contractor and the Company against all claims under applicable state workmen's compensation laws. The Contractor shall

also be protected against all claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include "All States" endorsement.

The liability limits shall not be less than:

Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each employee

b. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, nonowned, or hired.

The General Liability limits shall be not less than:

Bodily Injury	\$2 Million (each person)
	\$2 Million (each occurrence)
Property Damage	\$2 Million

c. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act of omission of the Bidder or his agents, employees, or Sub-Contractors. The policy shall also include protection against claims insured by usual personal injury liability coverage a "protective liability" endorsement to insure the Contractual liability assumed by the Contractor, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall be not less than:

Bodily Injury	\$2 Million (each person)
	\$2 Million (each occurrence)
Property Damage	\$2 Million (each occurrence)
	\$3 Million (aggregate)

d. Installation Floater. The Contractor shall secure and maintain installation floater insurance on all materials and equipment installed under the Contract. This insurance shall protect the Contractor and the Owner from all risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage designed for the circumstances that may occur in the particular work included in the Contract. No exclusions shall be permitted with respect to this policy unless specifically authorized by the Owner in writing. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner-

furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

Installation floater insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Owner.

e. Additional Named Insured. The Owner and its employees, agents, and representatives shall be named additional insured on all insurance certificates.

f. Cancellation Notice. The standard ACCORD will not be accepted as proof of insurance unless the cancellation provisions have been altered to assure the Owner a minimum ten (10) days' notice of cancellation.

Certificates of insurance shall be filed and approved by the Owner before starting construction or within ten (10) days after the execution of the Contract, whichever date is reached first.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections b and c of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Contractor shall furnish a certificate evidencing compliance with the foregoing requirements.

### Section 3. Indemnification.

To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work by anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Sub-Contractor or other person or organization under workers or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his Sub-Contractors.

Section 4. Release of Liability.

Acceptance by the Contractor of the last payment shall be a release to the Owner and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

Section 5. Delivery of Possession and Control to Owner.

a. Upon written request of the Owner the Contractor shall deliver to the Owner full possession and control of any portion of the Project provided the Contractor shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the Project to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1 f hereof with respect to such portion of the Project so delivered to the Owner shall be terminated; Provided however, that nothing herein contained shall relieve the Contractor of any liability with respect to defective materials and workmanship as contained in Article II Section 7, hereof.

b. Where the construction of a Section as hereinbefore defined in Article II, Section 1g and Article III, Section 1c shall have been completed by the Contractor, the Owner agrees, after receipt of a written request from the Contractor, to accept delivery of possession and control of such Section upon the issuance by the Owner of a written statement that the Section has been inspected and found acceptable by the Owner. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1 f hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Contractor of any liability with result to defective materials or workmanship as contained in Article II, Section 7 hereof.

Section 6. Assessment of Guarantees.

All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner prior to the time the Contractor receives final payment.

Section 7. Energizing the Project.

Prior to Completion of the Project the Owner, upon written notice to the Contractor, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the Project so energized shall be considered within the possession and control of the Owner and governed by the provisions of Section 5 of this Article. Upon written notice to the Contractor by the Owner of the completion of such test and upon deenergizing the lines involved therein said portion or portions of the Project shall be considered as returned to the possession and control of the Contractor unless the Owner shall elect to continue possession and control in the manner provided in Section 5 of this Article. Contractor is responsible for providing underground locating of all new facilities that were constructed by the Contractor (or under Contractor's authority) in the project area until such time as they have been accepted by the Owner.

## ARTICLE V--REMEDIES

### Section 1. Completion on Contractor's Default.

If default shall be made by the Contractor or by any Sub-Contractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the Surety or Sureties upon the Contractor's Bond or Bonds a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such upon the Contractor such default shall be corrected or are for the correction thereof satisfactory to the Owner shall be made by the Contractor or its Surety or Sureties, the Owner may take the construction of the Project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor, and the Contractor and its Surety or Sureties shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to Contractor or any of its Sub-Contractors, which may be situated at the site of the Project. The Owner in such contingency may exercise any rights, claims or demands which the Contractor may have against third persons in connection with this Contract and for such purpose the Contractor does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.

### Section 2. Cumulative Remedies.

Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by the Contractor to complete the construction of the Project within the time agreed upon.

## ARTICLE VI--MISCELLANEOUS

Section 1 . Definitions.

- a. The term "Bidder" shall mean any individual, firm, partnership, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
- b. The term "Project" shall mean the electric system, or portions thereof, described in the Plans and Specifications for Construction.
- c. The term "Completion of Construction" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof except the Contractor's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof and (2) the inventory referred to in Article III, Section I hereof and (3) other final documents. The term "Completion of the Project" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Owner and approved in writing by the Owner, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.
- d. The term "Owner" shall be the city, sanitary district or other municipality, corporation, partnership or individual initiating the project, acting through its legally constituted officials, officers, or employees.
- e. The term "Contractor" shall be the Bidder awarded the Contract for the work.
- f. The term "Sub-Contractor" shall be the individual, firm, partnership, or corporation to whom the Contractor, with written consent of the Owner, sublets, assigns, or otherwise disposes of any part of the work covered by the Contract.
- g. The term "Proposal" shall be the offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- h. The term "Bid Bond" shall be the security designated in the Proposal to be furnished by the Bidder as a guaranty that said Bidder will enter into a Contract with the Owner for the acceptable performance of the work and will furnish the required Contract Bond, if the work is awarded to him.
- i. The term "Contract" shall be the written agreement covering the performance of the work and the furnishing of labor and materials for the construction of the work. The contract includes the notice to Bidders, Proposal, Contract Bond, Specifications, plans, any and all supplemental agreements, and any and all special provisions.
- j. The term "Contract Bond" shall be the approved form of security furnished by the Contractor and his Surety as a guaranty that he will execute the work in accordance with the terms of the Contract.
- k. The term "Surety" shall be the corporate body, individual, or individuals, which engage to be responsible for the Bidder's acts in the execution of the Contract in the event of its being awarded to him; or, which are

bound with and for the Contractor to insure his acceptable performance of the Contract, his payment of all obligations pertaining to the work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

l. The term "Award" shall be the decision of the Owner to accept the Proposal of the lowest responsible Bidder for the work, subject to the execution and approval of a satisfactory Contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

m. The term "Inspector" shall be the authorized representatives of the Owner assigned to make detailed inspection of any or all portions of the work or material therefore.

n. The term "Notice to Bidders" shall be the official notice, included in the Proposal form inviting Bids for the proposed improvement.

o. The term "Special Provisions" shall be specific directions, provisions, requirements, and revisions of the Specifications peculiar to the work under consideration which are not satisfactorily provided for in the Specifications. The special provisions set forth the final contractual intent as to the manner involved. The special provisions included in the Contract shall not operate to annul those portions of the Specifications with which they are not in conflict.

p. The term "Specifications" shall be the body of directions, provisions, and requirements contained here in, or in any supplement to this document referred to in the special provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the work, the quantities, or the quality of materials to be furnished under the Contract.

q. The term "The Work" shall be the improvement advertised for Bids, described in the Proposal form, indicated on the plans, and covered in the Specifications, Special Provisions, Contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof, including labor, tools, equipment, materials, and incidentals necessary for satisfactory completion of the improvements.

r. The term "Written Notice" shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

a. Change of Address: It shall be the duty of each party to advise the other parties of the Contract as to any change in his business address until completion of the Contract.

s. The term "Act of God" shall be an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.

t. The term "Contents of the Proposal Form" shall be those forms which with the qualified Bidders will be furnished stating the location and description of the work contemplated, the approximate quantities of work to be performed or materials to be furnished, the amount of the proposed guaranty, requirements pertaining to

labor, and the date, time, and place of filing and opening Proposals. All documents bound with or attached to the Proposal shall be considered a part thereof, and shall not be detached or altered.

Section 2. Patent Infringement.

The Bidder shall save harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

Section 3. Permits for Explosives.

All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Contractor. The Contractor shall be governed by the rules and regulations of the Department of Mines and Minerals of the State of Illinois and any local regulations which govern the use of explosives.

Section 4. Compliance with Statutes and Regulations.

The Contractor shall comply with all applicable ordinances, rules, and regulations pertaining to the work. The Bidder acknowledges that it is familiar with the so-called "Kick-Back" Statute (48 Stat. 948), and regulations issued pursuant thereto, and 18 U.S.C. 287, 1001, as amended. The Bidder understands that the regulations and orders of governmental agencies having jurisdiction in the premises.

Section 5. Equal Opportunity Provisions.

a. Bidder's Representations.

The Bidder represents that:

It has \_\_\_\_\_, does not have  100 or more employees, and it has \_\_\_\_\_, has not  furnished the Equal Employment Opportunity--Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a Sub-Contractor with 100 or more employees, a statement, signed by the proposed Sub-Contractor, that the proposed Sub-Contractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

b. Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex

or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of labor, or as otherwise provided by law.

(7) The Contractor will include this Equal Opportunity Clause in every Sub-Contractor purchase order unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Contractor or vendor.

c. Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment, transportation, and housing facilities provided for employees which are segregated by explicit

directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certification from proposed Sub-Contractors for specific time periods) it will obtain identical certifications from proposed Sub-Contractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

Section 6. Franchises and Rights-of-way.

The Contractor shall be under no obligation to obtain or assist in obtaining; Any franchises, authorizations, permits or approvals required to be obtained by the Owner from federal, state, county, municipal or other authorities; any rights-of-way over private lands; or any agreements from the Owner and third parties with respect to joint use of poles, crossing or other matter incident to the construction and operation of the Project.

Section 7. Nonassignment of Contract.

The Contractor shall perform directly and without subcontracting not less than twenty-five per centum (25%) of the construction of the Project, to be calculated on the basis of the total Contract price. The Contractor shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Contractor's obligations hereunder or any part thereof, without the approval in writing of the Owner and of the Surety and Sureties on any Bond furnished by the Contractor for the faithful performance of the Contractor's obligations hereunder. If the Contractor, with consent of the Owner, and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any Sub-Contractor for the performance of any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of such Sub-Contractor and of persons employed by such Sub-Contractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

Section 8. Extension to Successors and Assigns.

Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

Section 9. Contractor.

Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Section 10. Addenda. Any questions relating to the Contract that requires a response from the City of Geneva must be submitted in writing (email, fax or mail) by Monday, December 15, 2025 at 9:00 a.m. The City of Geneva will provide response by email or fax on or before Friday, December 19, 2025 at 3:00 p.m. No further Addendum will be made after this point in time for Q&A's.

The Bidder acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ initialed \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ initialed \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ initialed \_\_\_\_\_

Section 11 . Prevailing Wage.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

- a. Contractor or his Sub-Contractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at the time of payment, computed at wage rates not less than those stated in the advertised Specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or Sub-Contractor and such laborers and mechanics;
- b. The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work; and
- c. There may be withheld from the Contractor so much of accrued payment as may be considered necessary by the city controller to pay to laborers and mechanics employed by the Contractor or any Sub-Contractor on the work for the difference between the rates of wages required by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of the Davis-Bacon Act (USC, Title 40, Sec. 276a) and interpretations thereof.
- d. The overtime pay to which a laborer or mechanic working on the contract is entitled shall be that overtime pay to which he is entitled by any agreement he may have made with the Contractor or Sub-Contractor, or by any applicable provision of law, but in no such event shall such amount be less than the prevailing wage for such overtime.
- e. The minimum wages to be paid to the various laborers and mechanics, have been determined to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Contract work in the vicinity.
- f. Please be aware of the following requirements of the Illinois Department of Labor for the Contractor and every Subcontractor working on public improvement projects in Illinois. There will be no exception to these public acts under this contract. Starting from the date the notice to proceed is issued the Contractor and the subcontractor will submit certified payroll records every calendar month for work that was completed and paid for as stated below.
- i. **CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515):** Effective August 10, 2005 Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

## Kane County Prevailing Wage Rates posted on 11/04/2025

Trade Title	Rg	Type	C	Base	Foreman	Overtime					H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol								
ASBESTOS ABT-GEN	All	ALL		51.40	52.40	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00	
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73	
BOILERMAKER	All	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	39.30	
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45	
CARPENTER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00	
CEMENT MASON	All	ALL		52.15	54.15	2.0	1.5	2.0	2.0	12.86	30.96	0.00	0.80	0.00	0.00	0.00	
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14	
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26	
COMMUNICATI ON TECHNICIAN	N	BLD		46.63	49.03	1.5	1.5	2.0	2.0	14.67	19.15	0.00	0.93	0.00	10.04	20.08	
COMMUNICATI ON TECHNICIAN	S	BLD		47.11	50.36	1.5	1.5	2.0	2.0	17.30	17.69	0.00	1.65	0.00	0.00	0.00	
CONCRETE SPECIALIST	All	BLD		51.81	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75	
CONCRETE SPECIALIST WELDER	All	BLD		54.40	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75	
ELECTRIC PWR EQMT OP	All	ALL		52.47	71.60	1.5	1.5	2.0	2.0	7.50	14.69	0.00	1.84	1.57	9.05	18.10	
ELECTRIC PWR GRNDMAN	All	ALL		40.31	71.60	1.5	1.5	2.0	2.0	7.50	11.29	0.00	1.41	1.21	6.96	13.91	
ELECTRIC PWR LINEMAN	All	ALL		63.08	71.60	1.5	1.5	2.0	2.0	7.50	17.66	0.00	2.21	1.89	10.88	21.76	
ELECTRIC PWR TRK DRV	All	ALL		41.77	71.60	1.5	1.5	2.0	2.0	7.50	11.70	0.00	1.47	1.25	7.20	14.40	
ELECTRICIAN	N	ALL		59.11	64.11	1.5	1.5	2.0	2.0	16.83	24.13	0.00	1.77	0.00	12.71	25.41	
ELECTRICIAN	S	BLD		60.17	66.19	1.5	1.5	2.0	2.0	17.55	23.84	0.00	2.11	0.00	0.00	0.00	
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00	
FENCE ERECTOR	All	ALL		50.68	56.76	1.5	1.5	2.0	2.0	13.56	27.20	0.00	1.80	0.00	0.00	0.00	
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00	
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97	
IRON WORKER	All	ALL		55.55	62.22	2.0	2.0	2.0	2.0	13.56	31.29	0.00	1.80	0.00	0.00	0.00	
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00	
LATHER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00	

## Kane County Prevailing Wage Rates posted on 11/04/2025

MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76
MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
MILLWRIGHT	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT		53.25	53.25	1.5	1.5	2.0	2.0	25.20	22.75	2.00	3.00		0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
ORNAMENTAL IRON WORKER	E	ALL		59.26	62.76	2.0	2.0	2.0	2.0	14.86	27.70	0.00	2.25	0.00	0.00	0.00
PAINTER	All	ALL		54.30	56.30	1.5	1.5	1.5	2.0	16.20	11.43	0.00	1.75	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		51.10	54.17	1.5	1.5	2.0	2.0	18.43	22.10	0.00	1.25	0.00	0.00	0.00
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00
ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.20	17.59	0.00	1.14	0.00	0.00	0.00

## Kane County Prevailing Wage Rates posted on 11/04/2025

SHEETMETAL WORKER	All	BLD		58.83	63.54	1.5	1.5	2.0	2.0	17.16	19.90	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		63.25	66.00	1.5	1.5	2.0	2.0	15.45	19.90	0.00	1.15	0.00	0.00	0.00
STONE MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
SURVEY WORKER	All	BLD		51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
SURVEY WORKER	All	HWY		51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89
TERRAZZO MECHANIC	All	BLD		55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39
TRAFFIC SAFETY WORKER I	All	HWY		43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	45.31	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	45.46	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	45.66	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	45.80	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TUCK POINTER	All	BLD		52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00	0.00

### Legend

**Rg** Region

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

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

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

### Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply:

New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the

following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

## MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

## OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip- Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists,

Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -

Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self- Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders.

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

## TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

## LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

## MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**PROPOSED SUBCONTRACTORS**

List the name and address of all Sub-Contractors who will perform work in relation to this Contract:

<u>Sub-Contractor</u>	<u>Work</u>
N/A	N/A

**NOTE: Failure to complete this list may result in rejection of Bid. Statements such as "to be determined" are not acceptable.**

PROPOSAL SIGNATURE BY BIDDER

Electrical Testing Solutions

Bidder

Tito Machado

President



2909 Greenhill Ct. Suite I, Oshkosh, WI 54904

Address

ATTEST:

Lillian Egli   
Secretary

Date 12/18/2025

Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the Bid a power of attorney evidencing authority to sign the Bid, Executed by the partners.

Bids which are signed for a corporation should give the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By \_\_\_\_\_". If such a Bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such a Bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

**ACCEPTANCE**

The Owner hereby accepts the foregoing Proposal of the Bidder,  
\_\_\_\_\_ for the construction of the following project:

The total Contract price is \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Owner)

By \_\_\_\_\_

Attested:

\_\_\_\_\_

Date of Contract:

\_\_\_\_\_

**CONTRACTOR'S BOND**  
**(Performance and Payment)**

1. Know all men that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the "Owner" and unto all person, firms and corporations who or which may furnish materials for or perform labor on a project known as \_\_\_\_\_ and to their successors and assigns, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our PETutors, administrators, successors and assigns jointly and severally by these presents. Said Project is described in a certain construction contract (hereinafter called the "Construction Contract") between the Owner and the Principal, dated \_\_\_\_\_, 20\_\_\_\_.

2. The condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Construction Contract and any amendments thereto, whether such amendments are for additions, decreases, or changes in materials, their quantity, kind of price, labor costs, mileage, routing or any other purpose whatsoever, and whether such amendments are made with or without notice to the Surety, and shall fully indemnify and save harmless the Owner from all costs and damages which the Owner shall suffer or incur by reason of any failure so to do, and shall fully reimburse and repay the Owner for all outlay and expense which the Owner shall incur in making good any such failure of performance on the part of the Principal, and shall promptly make payment to all persons working on or supplying labor or materials for use in the construction of the Project contemplated in the Construction Contract and any amendments thereto, in respect of such labor or materials furnished and used therein, to the full extent thereof, and in respect of such labor or materials furnished but not so used, to the extent required in the Construction Contract and any amendments thereto, occasioned by any default of the Principal under the Construction Contract and any amendments thereto, then this obligation shall be null and void, but otherwise shall remain in full force and effect.

3. It is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and Surety to the full and faithful performance of the Construction Contract as so amended, provided only that the total amount of all increases in the cost of construction shall not exceed 20 percent of the amount of the maximum price set forth in the Construction Contract. The term "Amendment," wherever used in this Bond, and whether referring to this Bond or in the Construction Contract shall include any alteration, addition, extension, modification, amendment, rescission, waiver, release or annulment, of any character whatsoever.

4. It is expressly agreed that any amendment which may be made by agreement or otherwise between the Principal and the Owner in the terms, provisions, covenants and conditions of the Construction Contract (including, without limitation, the granting by the Owner to the Principal of any extension of time for the performance of the obligations of the Principal under the Construction Contract, or the failure or refusal of the Owner to take any action, proceeding or step to enforce any remedy or exercise any right under the Construction Contract, or the taking of any action, proceeding or step by the Owner, acting in good faith upon the belief that the same is permitted by the provisions of the Construction Contract) shall not in any way release the Principal and the Surety, or either of them or their respective PETutors, administrators, successors or assigns from

liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.

5. This Bond is made for the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments hereto, and they, and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written as such, and they and each of them may sue herein. In witness thereof, the undersigned have caused this instrument to be Executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(Seal)  
(Principal)

Attest:  
\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
\_\_\_\_\_  
(Surety)

Attest:  
\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
\_\_\_\_\_  
(Address of Surety's home office)

By \_\_\_\_\_  
(Resident Agent of Surety)  
\_\_\_\_\_

Signatures: The Contractor's Bond must be signed with the full name of the Contractor. If the Contractor is a partnership the Contractor's Bond must be signed in the partnership name by a partner. If the Contractor is a corporation the Contractor's Bond must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the corporation. A typewritten copy of all such names and signatures shall be appended.

Power of Attorney: The Contractor's Bond must be accompanied by a power of attorney authorizing PETution on behalf of the Surety and, in jurisdictions so requiring should be countersigned by a duly resident agent of the Surety.

## Maintenance and Testing Specifications

### Transformer & LTC

Transformer test to be performed in accordance with C57.12.90 latest revision and manufacturer's maintenance and testing specifications. Upon completion of testing a detailed written report will be prepared and presented to the City of Geneva with any recommendations noted. Tests can be combined.

#### 1) Required Tests

##### a) Power transformer

- i) Visual inspection of power transformer
  - (1) General condition of transformer exterior including all bushings, insulators, access panels and seals.
- ii) Times Turn Ratio testing
- iii) Overall Power Factor test
- iv) Overall Capacitance test
- v) Insulation Resistance test
- vi) Bushing Power Factor and Capacitance test
- vii) Rapid Pressure Rise, Pressure relief valves, and alarm contacts
  - (1) Verify proper operation of Rapid Pressure Rise, Pressure relief valve, and alarm contacts

##### b) Load Tap Changer

- i) Visual inspection of Load Tap Changer
  - (1) General condition of exterior and seals of load tap changer
- ii) LTC tank and mechanism
  - (1) All oil drained
  - (2) Tank opened for a visual inspection of the LTC mechanism and contacts.
  - (3) All required maintenance items called out in the manufacturer's maintenance manuals.
  - (4) Tank resealed and filled to appropriate level with dielectric oil.
    - (a) Fill with new, tested dielectric oil.
    - (b) City of Geneva will provide oil to make up levels if needed.
- iii) Times Turn Ratio testing
  - (1) At all tap positions
- iv) Power Factor testing
- v) Insulation Resistance Testing
- vi) Pressure Relay
  - (1) Verify proper operation of Pressure Relay and alarm contacts

## Relay, Breaker and Switch testing

All relays will be tested to verify operation per the provided protection schemes. Breaker testing will verify operation times and proper operation of the breakers to manufacturers specifications.

A detailed written report will be prepared and presented to the City of Geneva with any recommendations noted.

### 1) Required Tests and Maintenance

#### a) Relays

- i) Verify proper operation of installed protection schemes

#### b) Breakers and Circuit Switchers

- i) Visual inspection
- ii) Lubrication of mechanism per manufacturers specifications
- iii) Verify proper operation and timing
  - (1) Auxiliary switch function
  - (2) Contact sequence
  - (3) Anti-pump function
  - (4) Trip Free function
  - (5) Breaker timing
- iv) Test contact resistance

#### c) Switches

- i) Visual inspection,
- ii) Verify rigging
- iii) Lubrication per manufacture's recommendation

## Station Standby Battery load testing

The station standby battery and charger will be tested to verify proper operation per the manufactures' recommendations and IEEE-450 latest standard.

A detailed written report will be prepared and presented to the City of Geneva with any recommendations noted.

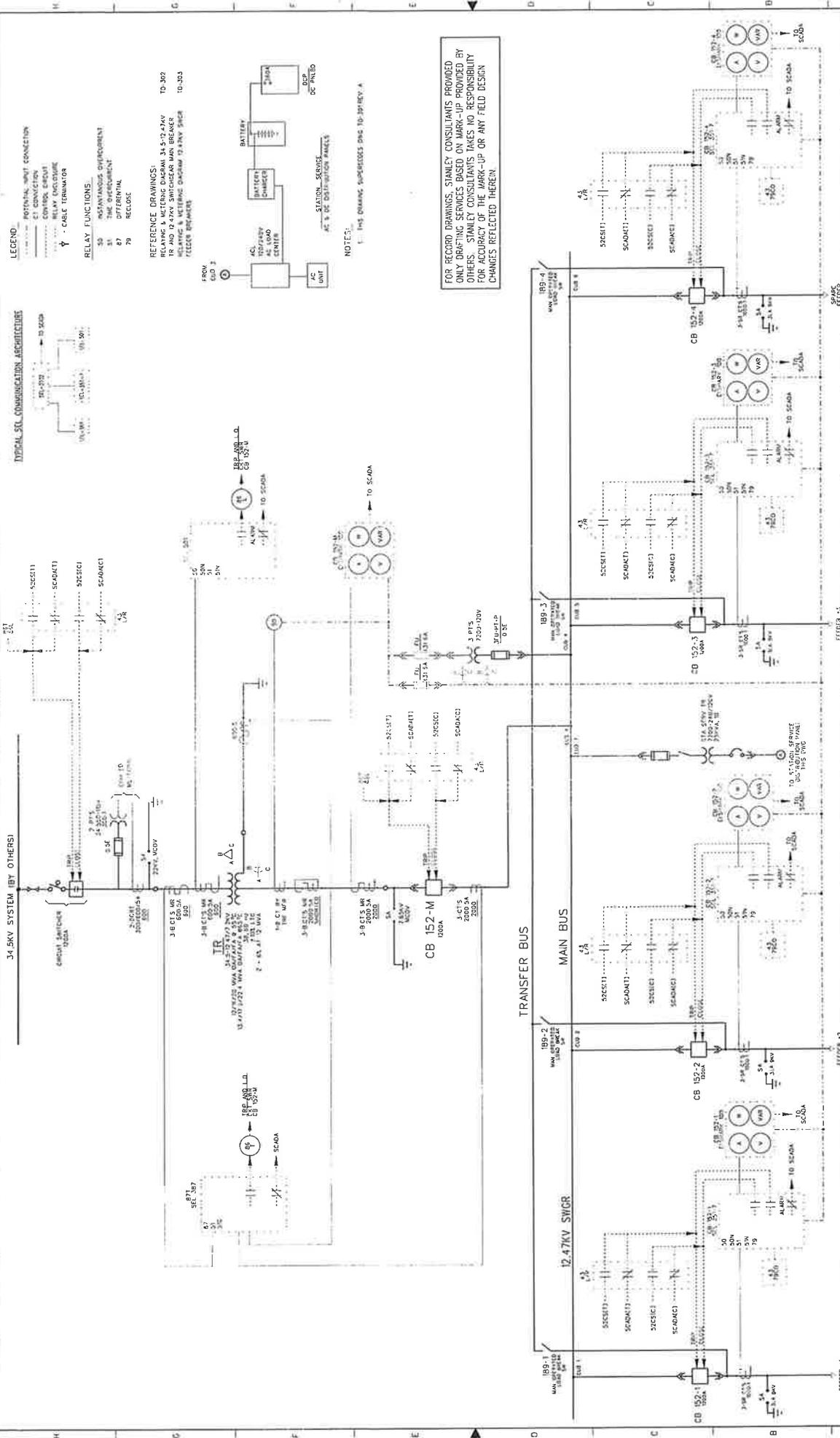
### 1) Required Tests and Maintenance

#### a) Charger

- i) Visual Inspection
- ii) Perform Year 1 through 10 maintenance procedures as specified in the manufacturer's manual.

#### b) Battery

- i) Visual Inspection
- ii) Verify electrolyte specific gravity and temperature
- iii) Verify internal resistance/impedance and conductance
- iv) Verify float voltage
- v) Perform capacity testing per manufactures' specifications and IEEE-450 latest version.
- vi) Remove all straps and hardware, clean and re-install per manufacturer's instructions



LEGEND

- POTENTIAL INPUT CONNECTION
- CT CONNECTION
- RELAY ENCLOSURE
- CABLE TERMINATOR

TYPICAL STL CONNECTION ARCHITECTURE

RELAY FUNCTIONS:

- 55 POSITIVE SEQUENCE OVERCURRENT
- 31 TIME OVERCURRENT
- 87 DIFFERENTIAL
- 79 RECLOSURE

REFERENCE DRAWINGS:

- RELAYING & METERING DIAGRAM 34.5-12.47KV TD-302
- 12.47KV BUS AND FEEDER PANELS TD-303
- RELAYING & METERING DIAGRAM TO ANY SWGR FEEDER BREAKER

NOTES:

- 1. THIS DRAWING SUPPLEMENTS DWS TO JPHREV A

FOR RECORD DRAWINGS, STANLEY CONSULTANTS PROVIDED BY ONLY DRAFTING SERVICES BASED ON MARK-UP PROVIDED BY OTHERS. STANLEY CONSULTANTS TAKES NO RESPONSIBILITY FOR ACCURACY OF THE MARK-UP OR ANY FIELD DESIGN CHANGES REFLECTED THEREIN.

SCALE: 1:100

PROJECT NUMBER: 3412-00

SINGLE LINE DIAGRAM

PEYTON STREET SUBSTATION  
CITY OF GENEVA, ILLINOIS

FILE TO: 100

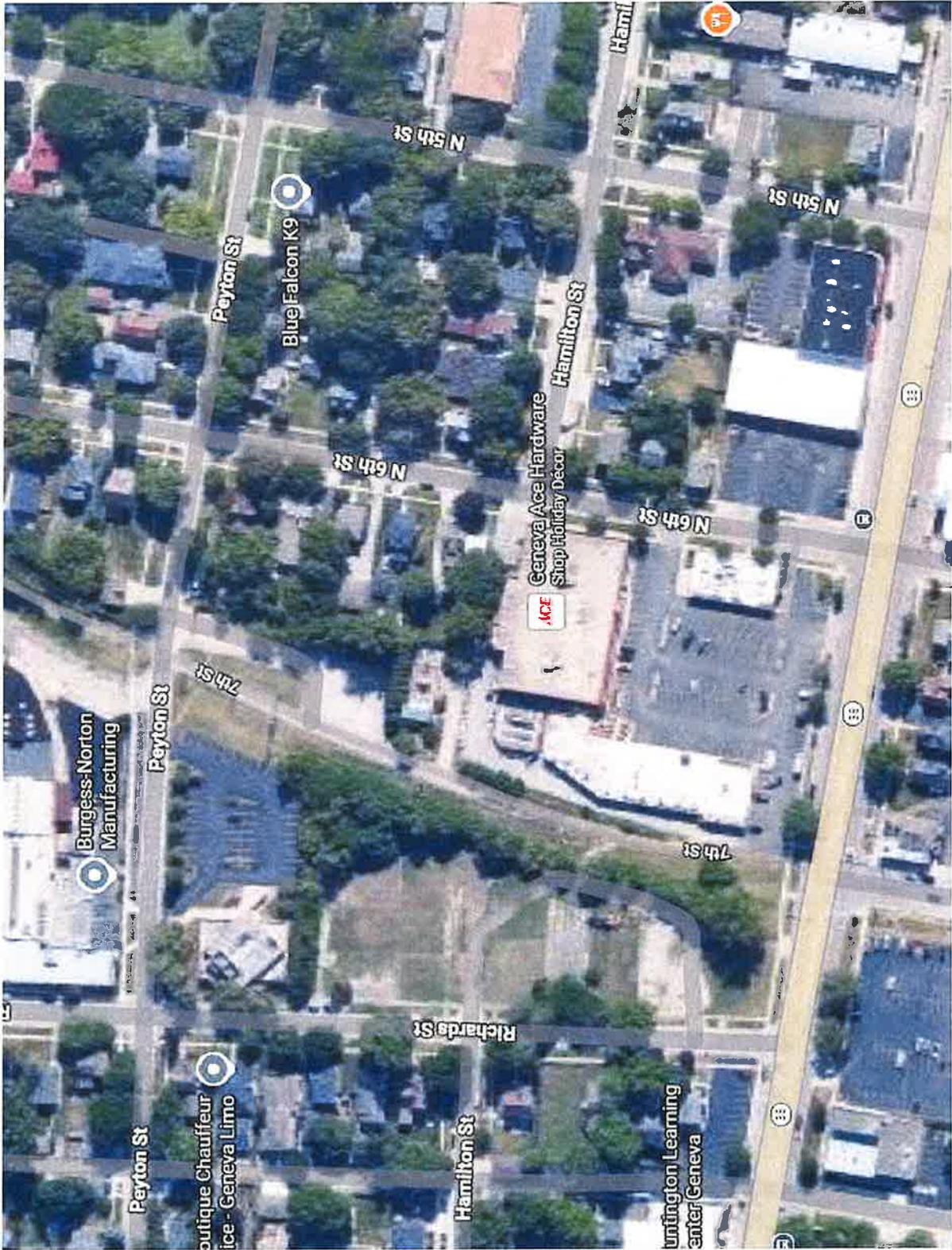
SARGENT & LUNDY

DRAWING NO.: TD-300

SHEET 01 OF 01

REV.	DATE	REL'D	PREPARED	REVIEWED	APPROVED	PURPOSE
1	08/25/00					ISSUE FOR PERMIT
2	09/15/00					ISSUE FOR CONSTRUCTION
3	11/29/00					ISSUE FOR RECORD
4	08/25/00					ISSUE FOR RECORD

STANLEY CONSULTANTS INC.  
225 First Avenue, Westfield, MA 01094-3284  
www.stanleyconsultants.com



**BID BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

**CONTRACTOR:**

*(Name, legal status and address)*

Electrical Testing Solutions Inc  
2909 Green Hill Ct, Suite I  
Oshkosh, WI 54904

**OWNER:**

*(Name, legal status and address)*

City of Geneva, Illinois  
22 S 1st St  
Geneva, IL 60134

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America

**BOND AMOUNT:** 10% of bid amount

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Peyton Substation Preventative Maintenance

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17<sup>th</sup> day of December, 2025.

Lillian Egli  
(Witness)

Electrical Testing Solutions Inc

[Signature]  
(Principal) (Seal)

President  
(Title)

Travelers Casualty and Surety Company of America

Scott Boem  
(Witness)

[Signature]  
(Surety) Kristin Boevers (Seal)

Attorney-In-Fact  
(Title)



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

**POWER OF ATTORNEY**

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 the Companies do hereby make, constitute and appoint **KRISTIN K BOEVERS** of **OSHKOSH**, **Wisconsin**, 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 **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

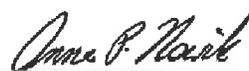
By:   
 Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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



  
 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **17th** day of **December**, **2025**



  
 Kevin E. Hughes, Assistant Secretary

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



**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Travelers Casualty and Surety Company of America ("Travelers") hereby grants your agency (together with its employees, the "Agency") permission to use the electronic image of Travelers' corporate seal (the "Digital Seal") subject to the following conditions as well as any other terms and conditions communicated to the Agency by Travelers:

- The Digital Seal shall be used solely for the purpose of electronically affixing a seal to surety bonds or related instruments authorized by Travelers and executed on behalf of Travelers by the Agency pursuant to a valid Power of Attorney;
- The Agency may not transfer the Digital Seal to any other person or entity without the written consent of Travelers; and
- Travelers may revoke permission to use the Digital Seal at any time.

**\*Please note that, in making the Digital Seal available for use at your own discretion, Travelers is not making any representations about the extent to which any particular obligee will find the Digital Seal acceptable.\***

To download the Digital Seal, please click [here](#).

A handwritten signature in black ink, appearing to read "Bryce Grissom".

By: \_\_\_\_\_  
Bryce Grissom, Senior Vice President



Peyton Substation Preventive Maintenance 716 Peyton St, Geneva, IL 60134.	Date: 12/17/2025
Electrical Testing	Quote #: 25435
Attn: Jose Ruiz jruiz@geneva.il.us	Drawings: TD - 300 drawing dated 04/10/2012.

Electrical Testing Solutions is pleased to provide this proposal for the Inspection and Testing of the Work electrical equipment for Peyton Substation Preventive Maintenance, located at 716 Peyton St, Geneva, IL 60134. This proposal is based on NETA ATS. Only the listed information is included in this proposal. If there are revisions to the provided data, Electrical Testing Solutions reserves the right to adjust the proposal.

#### Inspection and Testing of Electrical Equipment:

Item	Equipment	Qty.
1.1	Relay	6
1.2	MV Circuit Breaker	5
1.3	MV Disconnect	4
1.4	MV Transformer Oil Filled (Large)	1
1.5	Load Tap Changer	1
1.6	MV Transformer Dry Type (Small)	1
1.7	Battery	1
1.8	Battery Charger	1
1.9	Scaffolding for project	1
Item	IR Scanning	
2.1	Thermographic Survey	Upon Request

**Total Price for Testing: \$29,900.00**

**Electrical Testing Solutions is a registered MBE with the National Minority Supplier Development Council**



**Notes:**

- Pricing Includes all Travel Expenses
- Pricing Includes all Test Equipment
- Pricing based upon drawings and schedules provided. Missing or incomplete information of equipment has not been included in this proposal.
- All Testing to be performed to specifications and NETA test standards, which includes a visual and mechanical inspections and associated electrical tests.
- ETS is a fully accredited NETA Testing Company, which is a requirement of the specification
- Detailed test reports will be provided after completion of all testing
- Pricing is based upon two 4-day mobilizations with 2 Techs for testing. If additional mobilizations are necessary, they will be billed at our standard Time and Material Rates.
- Customer to provide and coordinate Utility Outage, if necessary.

**Testing responsibilities:**

- |                       |                       |
|-----------------------|-----------------------|
| • MV Disconnect       | • MV Circuit Breakers |
| • Relays              | • Battery Charger     |
| • MV Circuit Breakers | • Battery             |
| • Switchboards        | • MV Transformer      |
| • Load Tap Changer    |                       |

The following is **not included** in this proposal:

- |  |   |
|--|---|
| • Utility Transformers and Metering      | • CTs   |
| • LV Circuit Breakers                    | • Meters  |
| • Panel                                  | • VFD's – inspection only                                   |
| • Distribution Panels                    | • ASD - Adjustable Speed Drive                              |
| • PV System                              | • Motor Control Centers and Motor Control – inspection only |
| • Lightning Protection Systems           | • Motors  |
| • Receptacles                            | • Switchgear  |
| • Panel - Load balancing                 | • Grounding   |
| • SPD                                    | • Electrically Powered Monitoring and Control               |
| • Generators – performed by manufacturer | • Contactors  |
| • Load Banks                             | • LV Cables   |
| • Transfer Switches                      |   |
| • LV Transformer                         |   |

**Electrical Testing Solutions is a registered MBE with the National Minority Supplier Development Council**



- 400Hz Equipment
- Filters
- Control Voltage Cables
- Fiber Optic Cables
- Control Panels
- Inverters
- Function Testing
- ATS – programming and function testing, performed by manufacturer
- Control System Function Testing
- Adjustable Speed Controllers
- Equipment not listed above

#### **Price and Payment**

- Payment is due 30 days' net
- Federal, State, or Local taxes are not included

#### **Proposal Acceptance**

This proposal is valid for acceptance for 30 days from date of issue.

To accept this proposal, please issue a purchase order to:

**Electrical Testing Solutions**  
 2909 Green Hill Ct. Suite I  
 Oshkosh, WI 54904  
 Attn: Bryce Barrington Jr.  
 Reference Quotation No. 25435

Facsimiles may be sent to **Electrical Testing Solutions** at 920-230-6970

Should you have any questions or require additional information do not hesitate to call.

Thank you again for the opportunity we look forward to working with you.

Sincerely,

**Electrical Testing Solutions**  
 Bryce Barrington Jr.  
[bbarrington@electricaltestingsolutions.com](mailto:bbarrington@electricaltestingsolutions.com)  
 920-718-0348

**Electrical Testing Solutions is a registered MBE with the National Minority Supplier Development Council**



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Consider resolution authorizing purchase of remote racking equipment and accessories from WESCO in an estimated amount of \$95,163.00.		
Presenter & Title:	Aaron Holton – Superintendent of Electric Services.		
Date:	January 20, 2026		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: QIS III			
Estimated Cost: \$ 95,163	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
Electric Division staff reposted a bid request for remote racking equipment to be used at the Division's electric substations. Bids were opened on December 15, 2025. This equipment will allow the removal and installation of the 12kV circuit breakers with a much lower risk of injury in the event of equipment failure during the process. Two companies responded as shown in the accompanying tabulation.			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Memo from Superintendent Holton</li> <li>• Resolution</li> <li>• Bid Tabulation and Bid Submission</li> </ul>			
<b>Voting Requirements:</b>			
<i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
Recommend approving resolution authorizing purchase of remote racking equipment and accessories from WESCO in an estimated amount of \$95,163.00.			



## **PUBLIC WORKS DEPARTMENT MEMORANDUM**

January 5, 2026

**Memo To:** Mayor Kevin Burns and the Committee of the Whole

**From:** Aaron Holton, Superintendent of Electrical Services

**Re:** Remote Racking equipment for substations

The City's electric substations are configured with metal enclosed switchgear, which consists of cubicles that house the circuit breaker along with relaying and protection equipment. The circuit breakers in each cubical can be removed and installed using a jack screw arrangement that is normally hand powered using a wrench. These circuit breakers need to be removed for maintenance and also for personal protection while work is being done on equipment in the field. The design of the circuit breaker allows for the removal or installation while the substation buss work is energized. In the event there is some unforeseen failure of either the circuit breaker or other energized equipment during this sequence, an arc flash can occur. The amount of energy released during an arc flash poses significant risk to the lineman performing the action of removing or installing the circuit breaker. While adequate PPE is required to be worn, there is still a risk of severe injury based on the amount of energy present during this event.

In light of these risks, staff began investigating alternate methods of manipulating the circuit breakers. Any new substation or switchgear that is purchased is specified to have remote racking capabilities. This allows the lineman to be outside of the control building or far enough away from the blast radius as to reduce the risk of injury in the event of an arc-flash. The existing substations can be retrofitted with remote racking equipment.

Staff submitted a request for bids to supply the needed drive equipment, adapters, plates and accessories to allow the existing switch gear to accommodate remote racking. Two bidders responded and both bids conformed to the specifications that were supplied. In reviewing the bids staff considered the number of substations, number of circuit breakers, the portability of the unit,

ease of operations and minimum and desired numbers of equipment. The bid opening totals were as follows:

	Bid price
Morse Electric	\$151,646.00
WESCO	\$100,182.78

Staff reviewed the bids after opening, and discussed with each vendor what would be the minimum level of equipment needed to satisfy our operation requirements. The results of this review are shown on the accompanying bid tabulation. The equipment from WESCO, Saf-T-Rack, was shown to best suit our needs. Staff then decided on the number of drive units and adapters needed, along with optional services such as installation support for a total expected cost of \$95,163.00. While the manufacturer recommends multiple drive units and drive brackets, staff determined based on the size and geographic compactness of our electric system, the Division can reasonably operate with fewer pieces of equipment than what was bid.

Cc: Rich Babica, Director of Public Works  
Nate Landers, Assistant Director of Public Works  
Jose Ruiz, Manager of Electric Operations Jennifer  
Shelley, Purchasing & Inventory Coordinator

**RESOLUTION NO. 2026-\_\_**

**RESOLUTION AUTHORIZING PURCHASE OF REMOTE RACKING EQUIPMENT AND ACCESSORIES FROM WESCO IN AN ESTIMATED AMOUNT OF \$95,163.00.**

---

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized, on behalf of the City of Geneva, to purchase remote racking equipment and accessories from WESCO in an estimated amount of \$95,163.00, in the form attached hereto.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 20<sup>th</sup> day of January, 2026.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 20<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**Summary of Bids Tabulation - Geneva Substation Racking Device Bid**

**Wesco**

Individual Cost	Manufacturer	Smart Drive Bracket	Cubicle Kit/Stickers	Price per Kit	Comments	Total Cost
	EATON / Cuttler-Hammer	\$8,392.00	10 kit	\$291.00		\$11,302.00
	Square D	\$8,392.00	21 kit	\$129.00	Two Smart Drive Bracket suggested 1 for GBP1-2 and 1 for South Street	\$8,392.00
	Federal Pacific Electric	\$19,744.00	50 pack of stickers	\$20.00		\$19,764.00
	Westinghouse	\$12,954.00	50 pack of stickers	\$20.00		\$12,974.00
	GE	\$8,392.00	10 kit	\$291.00	Two Smart Drive Bracket suggested 1 for Peyton Sub & 1 for Delnor Sub	\$8,392.00
Portable Kit	====>	\$24,839.00	====>	====>	1 recommended per substation (times 9) <u>or</u> 1 unit for all substations Two options available: \$24,839.00 w/ 50' battery power cable <u>or</u> \$29,980.00 w/ 150' AC to DC power cable.	\$24,839.00
Mobilization Each	====>	\$1,900.00	====>	====>	Tele-conference factory installation support per substation	\$9,500.00
Daily Installation Fee	====>	\$0.00	====>	====>	No submitted w/ Bid package (additional) Can be quoted per location depending on timing and requirements	\$0.00
3 year extended Warranty (optional)	====>	\$14,770.78	====>	====>	This will cover portable kit, all smart drive brackets, cubicle kits for all substations for 3 years	\$0.00
<b>TOTAL</b>						<b>\$95,163.00</b>

\* Information above confirmed by vendor's rep  
 \*Sourcewell contract 091422-WES will be applied, & freight allowed.

**Morse Electric**

Individual Cost	Manufacturer	Smart Drive Bracket	Cubicle Kit	Price per Kit	Comments	Total Cost
	EATON / Cuttler-Hammer	\$599.00	10	====>	per cubicle (\$599.00 times 10 cubicles)	\$5,990.00
	Square D	\$392.00	21	====>	per cubicle (\$399.00 times 21 cubicles)	\$8,232.00
	Federal Pacific Electric	\$392.00	4	====>	per cubicle (\$399.00 times 4 cubicles)	\$1,568.00
	Westinghouse	\$392.00	5	====>	per cubicle (\$399.00 times 5 cubicles)	\$1,960.00
	GE	\$599.00	10	====>	per cubicle (\$599.00 times 10 cubicles)	\$5,990.00
Full Kit	====>	\$135,481.00	====>	====>	includes 1 full kit for the truck & 9 smart drive brackets (one per sub)	\$135,481.00
Mobilization Each	====>	\$675.00	====>	====>	per substation (\$675.00 times 9 substation)	\$6,075.00
Daily Installation Fee	====>	\$7,041.00	====>	====>	includes 2 electricians to provide installation & training	\$7,041.00
<b>TOTAL</b>						<b>\$172,337.00</b>

\* Information above confirmed by vendor's rep

BIDDING DOCUMENTS  
Geneva Substation Racking Device Bid

November 2025



Prepared By:

CITY OF GENEVA  
ELECTRIC DIVISION  
1800 SOUTH STREET  
GENEVA, IL 60134  
TELEPHONE: (630) 232-1503  
FACSIMILE: (630) 208-1503

CONTACT PERSON:

JOSE RUIZ, MANAGER OF ELECTRIC OPERATIONS

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## Geneva Substation Racking Device Bid

### NOTICE TO BIDDERS

**Duplicate** sealed Proposals submitted in a sealed envelope with the words "Geneva Substation Racking Device Bid" clearly marked on it, will be received by the City of Geneva, Illinois on or before ten o'clock a.m., local time, **Monday, December 15, 2025**, at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read for the purchase, installation, including the supply of necessary labor, shipping & handling of materials and equipment of all related work thereto for the Project known as "Geneva Substation Racking Device Bid". Any Proposal received subsequent to the time specified will be promptly returned to the Bidder unopened.

Description of Project: The project will consist of:

This specification defines the technical requirements for the purchase of the substation universal remote racking device for breakers in the **medium** voltage switchgear within the City of Geneva Public Works service territory.

The universal remote racking device covered in the specification in this bid package shall include but **not** limited to the **medium** voltage switchgear breakers for each Substation and by manufacturer listed in the Table 1 from the specifications part.

This work shall be done in accordance with the specifications as prepared by the City of Geneva Electric Utility. Copies of the plans, and specifications, with all necessary forms and other documents for Bidders may be obtained via the City of Geneva website [www.geneva.il.us/bids.aspx](http://www.geneva.il.us/bids.aspx).

The Contractor and Sub-Contractors shall pay not less than the prevailing rate of wages as found by the Department of Labor or as determined by the Court of Appeal, to all laborers, workmen and mechanics performing work under the Contract. A signed certification stating the above as well as the fact that the Bidder is not barred from Bidding as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statues, 1987 (as amended) must be submitted with the sealed Bid.

Each Bid must be accompanied by a Bid bond signed by a Surety company authorized to do business in Illinois, or by a cashier's check or certified check in the amount of ten (10) percent of the base Bid. Any Bid not accompanied by a required Bid deposit will be rejected.

The City of Geneva, IL reserves the right to reject any or all Bids and waive technicalities.

The City of Geneva, Illinois  
Alexandra Voigt  
City Administrator  
**November 25, 2025**

Published in the "**Daily Herald**" **November 25, 2025**

## Geneva Racking Device Contract

### INSTRUCTIONS TO BIDDERS

1. Description of Project: The project will consist of:

This specification defines the technical requirements for the purchase of the substation remote racking devices for breakers in the medium voltage switchgear within the City of Geneva Public Works service territory. The remote racking devices covered in this specification below shall include but not limited to the medium voltage switchgear breakers for each substation and by manufacturer listed in the Attachment 1 from the specifications part. Work/installation must be completed by **Thursday, April 30, 2026**.

The project is located in the City of Geneva, in the State of Illinois, more fully description is in the plans, specifications, and Contractor's Proposal therefore hereinafter referred to.

2. Work on or around Energized Lines.

Any work done in vaults, all switching of high voltage cables, all splicing and terminating shall be performed by qualified personnel with proven experience in the type of work to be performed. The Bidder shall provide documentation that all employees working on high voltage cables are journeyman lineman and can demonstrate experience with overhead and underground 15 kV cable, terminations, etc. Lineman employed by the Contractor on this project shall be expected to be familiar with the operation and use of the tools of the trade, including but not limited to, Shotguns, Hot Stick Phasing Sets, and Grounding of Underground Cables. Contractor shall make sure each journeyman lineman has all necessary tools and equipment for use onsite. All such work shall be performed to meet at least the safety rules and regulations prescribed by the City of Geneva ("hereafter referred to as the "Owner") for its own employees including the use of rubber gloves, sleeves, hot sticks and associated protective equipment, a copy of which rules and regulations may be examined at the office of the Owner. Adherence to the latest revision any and all applicable OSHA and IDOL standards is required.

3. Materials.

At or prior to the commencement of construction, the Owner shall make available to the Contractor all materials which the Owner has on hand, and from time to time as such additional deliveries of materials, if any, are received by the Owner, the Owner shall make such materials available to the Contractor: Provided, however, that the Contractor or his authorized representative will give to the Owner a receipt in such form as the Owner shall approve for all materials furnished by the Owner to the Contractor. Upon completion of the Project the Contractor will return to the Owner all materials furnished by the Owner in excess of those required for the construction as determined from the Final Inventory approved by the Owner. The Contractor shall reimburse the Owner at the Owner's invoice cost, for loss and/or damage of materials furnished by the Owner to the Contractor while such materials are under the Contractor's care.

4. Obtaining Documents.

The plans and specifications for the technical work with all necessary forms and other documents for Bidders may be obtained via the City of Geneva's website [www.geneva.il.us/bids.aspx](http://www.geneva.il.us/bids.aspx) .

5. Manner of Submitting Proposals.

Proposals and all supporting instruments must be submitted in duplicate on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. Only Proposals that are made on the regular Proposal forms will be considered. The Proposal forms must not be separated from the complete set of documents. The Proposal shall be Executed properly, and Bids

shall be made for all items indicated in the Proposal form, except that when alternate Bids are asked, a Bid on more than one alternative for each item is not required, unless the special provisions provide otherwise. The Bidder shall indicate, in U.S. Dollars, a unit price for each of the separate items called for in the Proposal; he shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the Proposal shall be the summation of said products. All unit prices shall be conditioned on furnishing a bond Executed by a corporate Surety company satisfactory to the Owner. The name and address of the Bidder, its license number (if a license is required by the State), and the date and hour of the opening of Bids must appear on the envelope in which the Proposal is submitted. Proposals must be filled in ink, computer generated or typewritten. No alterations or interlineations will be permitted, unless made before submission. Any such modifications shall be initialed and dated.

If the Proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

6. Familiarity with Conditions.

Prior to the submission of the Proposal the Bidder shall make and shall be deemed to have made a careful examination of the site of the Project and of the Plans and Specifications for Testing, and forms of Contractor's Proposal and Contractor's Bond on file with the City Clerk of the Owner, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. The City does not guarantee the existence, non-existence, or locations of any surface or sub-surface structures, nor the character of any sub-surface material which may be shown on the plans. The inclusion of such structures or materials is based on the best data available but should not be regarded as conclusive. The Owner assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

If any Bidder is in doubt as to the true meaning of any part of the specifications, or other Contract documents, he may submit to the Superintendent of the Electric Utility a written request for an interpretation thereof; said Bidder will be responsible for its prompt delivery. The Superintendent of the Electric Division will give an interpretation of the matter in question by issuing an "Addenda" and sending same to each person receiving a set of Contract documents.

Bidders will be required to comply with all applicable statutes, regulations, Federal and State laws, local laws and ordinances, etc., including those pertaining to the licensing of Contractors, and the so-called "Kickback Statute" (48 Stat.948) and regulations issued pursuant thereto. Bidder will also be required to comply with rules and regulations of the City of Geneva, IL, in which city these improvements are located.

7. Bidder's Qualifications.

A Bidder may be required to file with the Owner the Bidder's Qualifications on forms supplied by the Owner, at least ten (10) days in advance of the scheduled Bid opening if the Owner does not have any knowledge of the Bidder completing a similar construction project. A Bid will not be considered from a Bidder required to submit Bidder's Qualifications who has not been notified by the Owner prior to the Bid opening that such Bidder's Qualifications are satisfactory to the Owner. Questions, if any, concerning the sufficiency of such prior work performed by a prospective Bidder or the necessity for filing Bidder's Qualifications forms shall be raised by the Bidder at least five (5)

days prior to the time herein specified for filing the Bidder's Qualifications; questions related to completed Bidder's Qualifications forms shall be resolved prior to the scheduled Bid opening.

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Proposal:

- (a) More than one Proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- (d) Failure to submit a unit price for each item of work listed in the Proposal.
- (e) Lack of competency as revealed by financial statement or experience questionnaire, if such are required by the Special Provisions.
- (f) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- (g) Owner reserves the right to make changes to Accepted Bidders List at any point in time.

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the Awarding Authority, upon request, with satisfactory evidence of his competency to perform the work contemplated. When requested, he shall submit to the Owner a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The accountant who prepares the statement shall certify that he holds a valid, current certificate as a Certified Public Accountant, issued in accordance with the laws of the state in which he is licensed. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a Proposal.

Before an award is made, the Bidder may, at the option of the awarding authority, be required to furnish a statement showing the value of all uncompleted work the Bidder has "in process"; awarded (by Owner or others) but completed at the time of such request.

8. Alternate Designs.

The Owner reserves the right to confine its consideration of the several Bids to one type of design regardless of alternate types of design which may be specified in the Plans and Specifications for Construction and offered in the Proposals.

9. The Time for Completion of Construction of the Project shall be as specified by the Owner in the Proposal.

10. Bid Bond.

Each Proposal must be accompanied by a Bid Bond in the form attached or a certified check issued by a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum Bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall

be held by the Owner until a Proposal is accepted and a satisfactory Contractor's bond is furnished by the successful Bidder, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.

11. Contractor's Bond.

The successful Bidder will be required to compute three additional counterparts of the Proposal and to furnish a Contractor's Bond (Performance and Payment) in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the Contract price.

12. Failure to Furnish Contractor's Bond.

Should the successful Bidder fail or refuse to compute such counterparts or to furnish a Contractor's Bond within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the Project. The term "successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to PETute the counterparts or to furnish a satisfactory Contractor's Bond.

13. Contract is Entire Agreement.

The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.

14. Minor Irregularities.

The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.

15. Rejection of Bids.

The Owner reserves the right to reject any or all Proposals, and to accept the Proposal which in its opinion is in the best interest of the Owner. The attention of Bidders is specially called to the desirability of a proper balance between prices for labor and materials and between the total prices for the respective Construction Units. Lack of such balance may be considered as a reason for rejecting a Proposal.

16. Definition of Terms.

The terms used throughout this Contract shall be as defined in Article VI, Section 1, of the Contractor's Proposal.

17. The Owner Represents:

- a. If by provisions of the Contractor's Proposal the Owner shall have undertaken to furnish any materials for the construction of the Project, such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.
- b. All funds necessary for prompt payment for the construction of the Project will be available.

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Contractor will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation, provided the Contractor shall have promptly notified the Owner in writing of its desire to extend the time of completion in advance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Contractor for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. hereof.

18. Freedom of Information:

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of the Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act due to Contractor's actions, Contractor shall reimburse the City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

19. Tax Exempt Status:

The City of Geneva is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax. The City of Geneva will supply a Sales Tax Exemption form for the use of the successful bidder for purchase of goods related to this contract upon request. Bidders should prepare their bid responses assuming eligible goods, as identified on this form, will be free of sales tax liability. A sample form has been included in this proposal.

The City of Geneva reserves the right in its sole discretion to determine whether a supplier may utilize the City's tax exemption for purchases of goods.

Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business. Additionally, the City reserves the right to pursue other remedies against the contractor to the full extent of the law and State regulations.

**AFFIDAVIT OF EXPERIENCE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, that he is  
\_\_\_\_\_ of \_\_\_\_\_  
(Sole owner, member of firm, (Individual, firm or  
corporate official) corporate name)

which has done work for the following parties of the general kind and approximate magnitude under this Contract:

<u>Name of Owner</u>	<u>Job Description</u>	<u>\$ Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

and that \_\_\_\_\_ owns or has available  
(he, said firm, said corporation)  
for immediate use on the proposed work the following plant and equipment:

<u>Machine</u>	<u>Year Built</u>	<u>Machine</u>	<u>Year Built</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

and that \_\_\_\_\_ will be assigned to work  
(Name of Superintendent)  
under this Contract, and that his experience in this kind of work is as follows:

<u>Name of Job</u>	<u>Engineer or Owner</u>
_____	_____
_____	_____
_____	_____

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

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

\_\_\_\_\_  
Notary Public

**CERTIFICATION FOR BID**

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder is not barred from Bidding upon the Bid Specifications for the Project Known as Geneva Substation Racking Device Bid, as a result of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

**Aaron Formanek**

\_\_\_\_\_  
Name

**Wesco**

\_\_\_\_\_  
Company

**12-15-2025**

\_\_\_\_\_  
Date

All laborers, mechanics, and other workers employed in any public work under this Contract shall be paid in accordance with the prevailing wage rates approved by the City of Geneva as attached to the Project Specifications.

The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

**CERTIFICATION OF DRUG FREE WORKPLACE**

The undersigned, as a duly-authorized representative of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor ensures that they operate a drug free environment and that drugs are not allowed in the workplace or satellite locations as well as City of Geneva sites in accordance with the Drug Free Workplace Act of January 1992.

**Aaron Formanek**  
\_\_\_\_\_  
Name

**12-15-2025**  
\_\_\_\_\_  
Company

**Wesco**  
\_\_\_\_\_  
Date

**CERTIFICATION FOR CONTRACT**

The undersigned, as a duly-authorized representatives of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor is not barred from Bidding on the Contract, or entering into this Contract known as Geneva Substation Racking Device Bid, as result of a violation of either Section 33E-3 or 33E-4 or Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

**Aaron Formanek**  
\_\_\_\_\_  
Name

**Wesco**  
\_\_\_\_\_  
Company

**12-15-2025**  
\_\_\_\_\_  
Date

The undersigned, as a duly-authorized representative of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project know as Geneva Substation Racking Device Bid.

**Aaron Formanek**  
\_\_\_\_\_  
Name

**Wesco**  
\_\_\_\_\_  
Company

**12-15-2025**  
\_\_\_\_\_  
Date

**CERTIFICATE OF COMPLIANCE WITH SECTION 11.42.1-1 OF THE ILLINOIS MUNICIPAL CODE**

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that **Wesco** \_\_\_\_\_ (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11.42.1, Illinois Revised Statutes.

**Wesco** \_\_\_\_\_  
Name of Contractor

BY: **Aaron Formanek** \_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
Notary Public

**BID BOND**

1. KNOW ALL MEN that we, \_\_\_\_\_ as Principal, and as Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ (hereafter called the "Owner") in the penal sum of ten percent (10%) of the amount of the Bid referred to in paragraph 2 below, but not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_), as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;

2. WHEREAS, the Principal has submitted a Bid to the Owner for the construction of the project known as \_\_\_\_\_;

3. NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the Bid of the Principal, and

(a) the Principal shall execute such Contract documents, if any, as may be required by the terms of the Bid and give such Contractor's Bond or Bonds for the performance of the Contract and for the prompt payment of labor and material furnished for the Project as may be specified in the Bid, or

(b) in the event of the failure of the Principal to execute such Contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof, between the amount specified in the Bid and such larger amount for which the Owner may in good faith Contract with another party to construct the Project, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_(seal)  
principal

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

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

\_\_\_\_\_(seal)  
Surety

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

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

**CONTRACTOR'S PROPOSAL**  
**(Proposal shall be submitted in ink or typewritten)**

TO: **The City of Geneva**

---

(Hereinafter called the "Owner")

ARTICLE I--GENERAL

**Section 1 . Offer to Construct.**

The undersigned (hereinafter called the "Contractor") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project known as Geneva Racking Device Bid in strict accordance with the Plans and Specifications for the prices hereinafter stated.

**Section 2. Owner-Furnished Materials.**

The Contractor understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Contractor the material set forth in the attached "List of Owner's Materials" and the Contractor will give a receipt therefore in writing to the Owner. The Contractor, further, will on behalf of the Owner accept delivery of such of the materials indicated in the list as not delivered as may be subsequently delivered and will promptly forward to the Owner for payment the supplier's invoice, together with the Contractor's receipt in writing for such materials. The materials referred to are on hand at, or will be delivered to, the locations specified in the List and the Contractor will use such materials in constructing the Project. The contractor is financially responsible for the care and safekeeping of the material until such time that the project is accepted by the City. Damage or loss of such City supplied material will be deducted from the final amount owed to the contractor.

The value of the completed Construction Units certified by the Contractor each month pursuant to Article III, Section 1.a of this Proposal shall be reduced by an amount equal to the value of the materials installed by the Contractor during the preceding month which have been furnished by the Owner or the delivery of which has been furnished by the Owner or the delivery of which has been accepted by the Contractor on behalf of the Owner. Only ninety percent (90%) of the remainder shall be paid prior to the Completion of the Project. The value of such materials shall be computed on the basis of the unit prices stated in the Lists. The value of all Owner-furnished materials not installed in the Project nor returned to the Owner (in good condition) shall be deducted from the final payment to the Contractor.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached List. If the Owner furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials listed as "*not delivered*" shall be furnished to the Contractor as necessary during progress of the work. Upon delivery of such materials and/or equipment

the Contractor shall promptly receive, unload, transport and handle all materials and equipment listed as "not delivered" at its expense and shall be responsible for demurrage, if any.

Section 3. Purchase of Materials Not Furnished by Owner.

The Contractor will purchase all materials and equipment (other than Owner-furnished materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall become the property of the Owner when erected in place and Owner has approved such installation as acceptable.

Section 4. Award of Contract.

Before an award of the Contract is made to a Contractor, said Contractor may be required, upon request by the City, to furnish any of the following information:

- a. His performance record
- b. Address and description of his plant or permanent place of business
- c. An itemized list of his equipment
- d. His financial statement
- e. Such additional information as will satisfy them that the Contractor is adequately prepared to fulfill the Contract.

The Proposals received will be compared on the basis of the summation of the products of the items of work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the Proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding Contracts, the Owner will, in addition to considering the amounts stated in the Proposals, take into consideration the responsibility of the various Bidders as determined from a study of the data required under the previous article and from other investigations which it may elect to make.

Except in cases where the Owner exercises the right reserved to reject any or all Proposals, the contract will be awarded by the Owner, as soon as practicable after the opening of Proposals, to the Bidder who has submitted the lowest priced Proposal (as determined by Owner's calculations) that complies with all requirements necessary to render it formal and who has satisfied the requirements of the Specifications as to the responsibility of Bidders.

Any Bidder may withdraw his or her Bid by letter or telegraphic request or, with proper identification, by personally securing the Bid Proposal at any time prior to the time fixed for opening of Bids and provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. Telephonic request to withdraw a Bid will not be considered.

All Bid deposits (except that of the lowest responsible Bidder) will be returned after the lowest responsible Bidder is determined and approved by the City Council. The return of the Bid deposit to the successful Bidder or awardee will be contingent upon that Bidder's or awardee's execution of a written Contract with the City.

The Contract shall be deemed as having been awarded when formal written notice of award has been duly served upon the Bidder to whom the City contemplates awarding the Contract by some officer or agent of the City duly authorized to give such notice and the Contractor shall start construction within twenty-eight (28) calendar days of the award of the Contract.

Unless otherwise specified, if a Contract is not awarded within thirty (30) days after the opening of Proposals, a Bidder may file a written request with the Owner for the withdrawal of his Bid. The Owner will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation.

**Section 5. Proposal Per Unit Cost.**

The Bidder understands and agrees that the Bid is on a per unit cost basis as set forth in the Bid Form.

**PLEASE SEE THE ATTACHED QUOTE.**

Breakdown of the Universal Racking Device Project

Individual Cost	Cubicle Adapter	Per Unit Cost
	EATON / Cutler-Hammer	\$ 8,682.00
	Squared D	\$ 8,529.00
	Federal Pacific Electric	\$ 19,806.00
	Westinghouse	\$ 12,974.00
	GE	\$ 8,682.00
Universal Drive Unit (1 recommended per substation)		\$ 24,839.00 , \$29,980 w/ 150' AC to DC
Mobilization Each (Tele Conference Factory Installation support)		\$1,900 per substation
Daily Installation Fee	Can be quoted per location, dependent on timing and requirements *3year extended Warranty 14,770.78)	

**Section 6. Familiarity with Conditions.**

The Bidder has made a careful examination of the site of the Project to be constructed and of the Plans, Specifications, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions, state and local laws and regulations which would affect work on the proposed construction.

**Section 7. License.**

The Bidder warrants that a Contractor's License (is) (is not) required, and if required it possesses Contractor's License No NA for the State of NA in which the Project is located and said license expires on \_\_\_\_\_, 20\_\_.

**Section 8. Proposal Made in Good Faith.**

The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

**Section 9. Financial Resources.**

The Bidder warrants that it possesses adequate financial resources and agrees that in the event this Proposal is accepted it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less

than the maximum Contract price, with a Surety or sureties listed by the United States Treasury Department as Acceptable Sureties.

In the event that the Surety or sureties on the performance bond delivered to the Owner contemporaneously with the execution of the Contract or on any Bond or Bonds delivered in substitution thereof or in addition thereto shall at any time become unsatisfactory to the Owner, the Bidder agrees to deliver to the Owner another or an additional Bond.

#### Section 10. Taxes.

The unit prices(s) for Construction Units in this Proposal include provisions for the payment of all moneys which will be payable by the Contractor or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof to be incorporated in the Project as part of such Construction Units. The Contractor agrees to pay all such taxes, except taxes upon the sale, purchase or use of owner-furnished materials and it is understood that, as to Owner-furnished materials, the values stated in the attached "List of Owner's Materials" include taxes upon the sale, purchase or use of Owner-furnished materials, if applicable. The Contractor will furnish to the appropriate taxing authorities all required information and reports pertaining to the Project, except as to the Owner-furnished materials.

#### Section 11. Changes in Quantities.

The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. If the Owner changes the quantity of any unit or units specified in this Proposal by more than 15%, and the materials cost to the Contractor is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such 15%, shall be regarded as a change in the construction within the meaning of Article II, Section 1(h) of this Proposal.

#### Section 12. Description of Contract.

The Notice and Instructions to Bidders, Plans and Specifications for Substation Racking Devices, all attached hereto and made a part hereof together with the Proposal and Acceptance constitute the Contract. The Plans are identified as follows:

- o Specifications below.

## **Geneva Substation Racking Device Contract**

### **SPECIFICATIONS**

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### 1. SCOPE

This specification defines the technical requirements for the purchase of the universal remote racking device for breakers in the **medium** voltage switchgear within the City of Geneva Public Work's service territory.

The universal remote racking device covered in this specification shall include but not limited to the medium voltage switchgear breakers listed in Table 1 here below.

### 2. GENERAL REQUIREMENTS

2.1. Purchaser is defined as City of Geneva Public Works.

2.2. Seller is defined as the provider of the equipment/materials defined in this specification.

2.3. The Seller shall have a history of manufacturing remote racking systems for a minimum of five (5) years and shall have a proven history in the North American electric utility industry.

2.4. The Seller shall provide all necessary hardware for the installation and operation of the universal remote racking device for the switchgear and breaker manufacturer in Table 1.

2.5. The Seller shall provide any special tools needed to install, test and commission the remote racking system.

2.6. Once system is installed, the Seller shall submit, field survey data, integration reports, and test reports in for each substation in electronic form.

### 3. TECHNICAL REQUIREMENTS

#### 3.1. Applicable codes, standards and regulations

3.1.1. The system and its components shall be designed and manufactured in accordance to the following standards:

- American National Standards Institute (ANSI)
- National Electric Code (NEC)

- National Fire Protection Code
- (NFPA) Underwriters Laboratory (UL)
- Institute of Electrical and Electronic Engineers (IEEE)
- National Electrical Manufacturers' Association (NEMA)

3.1.2. All codes and standards referenced in this specification shall be those in effect at the time of the Purchase Order award. Permission for deviation from this specification and referenced codes and standards must be obtained in writing from City of Geneva, IL.

### 3.2. Atmospheric conditions

The universal remote racking system shall be subjected to the atmospheric conditions of fog, rain, and dust. The following conditions describe the location where this system will be operated:

- Altitude: Less than 1000 feet above sea level
- Temperature: from -10°C to 50°C
- Pollution: dust, remote from sea
- Humidity: 100% relative

### 3.3. Universal Control Unit and System Requirements

3.3.1. The universal control unit shall physically and electrically isolate the operator from the breaker racking mechanism which includes transfer of harmful voltage from the switchgear to the operator.

3.3.2. The user interface and controller shall be universal such that one controller can be used for any of the breakers listed in Table 1.

3.3.3. The universal control unit shall provide a minimum separation distance of 50 feet for the operator to perform remote racking operation.

3.3.4. The universal control unit shall have a display that shows the real time position of the breaker, actual and expected turn counts, and indications of potential faulty remote racking operations for all switchgear and breaker manufacturers and models listed in Table 1.

3.3.5. The universal control unit shall have a reliable user interface that is consistent for all switchgear and breaker manufacturers and models listed in Table 1.

3.3.6. The remote racking system will automatically detect the breaker type connected to the system and automatically load breaker specific racking parameters, including turn counts, speed and torque limits needed to rack those breakers without installed limit switches for all switchgear and breaker manufacturer and model listed in Table 1.

3.3.7. The remote racking system shall have multiple redundant mechanisms to both limit the possibility of a user incorrectly operating the device and also prevent damage to the switchgear in the event of incorrect operation.

3.3.8. The remote racking system for all switchgear and breaker manufacturers and models listed in Table 1 shall have automatic recovery to known safe location in the event of:

- Turn count mismatch.
- Excessive torque.
- Failure to observe interlock change of state when expected (application specific).

3.3.9. The battery-operated remote racking system shall provide application specific procedure checklists to promote user awareness and improve human performance.

3.3.10. The remote racking system shall support racking LV and MV circuit breakers, starters/contactors and switches.

3.3.11. The remote racking system shall have a physical wire connecting the racking operator to the user interface. This provides absolute electrical noise immunity and helps the user recognize their distance from the switchgear.

3.3.12. The universal handheld control unit shall be rated to a minimum of IP65 and be capable of withstanding 5g impact without impairing operation.

3.3.13. All cable connections shall be rated to a minimum of 2,000 mating cycles.

3.3.14. The universal handheld control unit shall make use of high-grade pushbuttons with firm tactile feedback suitable for use with multi-layer work gloves.

#### 3.4. Racking Drive Unit

3.4.1. The seller shall provide an operation safety strategy in situations where a circuit breaker may have a faulty remote racking operation. This can be done by means of torque limits, amps, tilt detection and breaker position to determine actions needed to safely complete the operation.

3.4.2. The racking drive unit shall have an emergency stop located at the universal control unit.

3.4.3. If an external cubicle kit, such as shoulder bolts, is required to be installed, the racking drive unit will not require operator alignment to the racking shaft for the breakers listed in Table 1.

#### 3.5. Power Supply

3.5.1. The remote racking system power supply shall be independent from station power supply by means of a reliable battery powered system for all switchgear and breaker manufacturers and models listed in Table 1.

3.5.2. The remote racking system shall be capable of monitoring the battery charge status and provide the operator with an indication of the battery charge status for all switchgear and breaker manufacturer and model listed in Table 1.

3.5.3. The battery system shall have an internal self-check to detect a faulty battery for all switchgear and breaker manufacturer and model listed in Table 1.

3.5.4. The battery charging system shall be portable and designed to charge on a conventional 120V AC outlet for all switchgear and breaker manufacturer and model listed in Table 1.

3.5.5. The battery system shall be capable of performing a minimum of 20 remote racking operations on a single charge for all switchgear and breaker manufacturer and model listed in Table 1.

#### 3.6. Integration

The remote racking system will be integrated by retrofitting City of Geneva Public Work's owned switchgear cubicles with the following criteria:

- (1) No changes shall be applied to the breaker electrical control and protection circuit.
- (2) The integration shall not impact the breaker mechanical operation during its operating condition.
- (3) The integration shall be limited to the cubicle area that is occupied by the relevant breaker or on the breaker itself.
- (4) The retrofit shall not impede activities that may occur on adjacent cubicle.

- (5) Seller shall provide a retrofit kit containing all components necessary for remote racking a breaker type at each substation listed on Table 1. Note that each substation may contain more than one breaker type.

### 3.7. Portability

- 3.7.1. The remote racking system shall be capable of being maneuvered easily without the use of dollies or carts.
- 3.7.2. The operator shall be able to hand carry the portable kit to perform remote racking operation.
- 3.7.3. The equipment shall be protected from possible damage during transportation to the substation and shall be logically organized for expedient deployment.
- 3.7.4. The remote racking system shall have the capability to be deployed within a single aisle walk in switchgear housing with 72 inch aisle without safety clearance violation.

### 3.8. Spare parts

The seller shall include with the bid a list of recommended spares.

### 3.9. Field operation

- 3.9.1. The remote racking system shall be designed to be deployed safely by one field personnel without any assistance.
- 3.9.2. Troubleshooters and substation crews shall be able to handle and transport the remote racking equipment to the substation site utilizing a regular car or pickup truck.
- 3.9.3. No special tools shall be required for the use of the remote racking equipment.

## 4. BID SUBMITTAL REQUIREMENTS

- 4.1. The bidder shall provide an estimate cost to verify the existing switchgear condition to ensure proper installation and operation of the remote racking system.
- 4.2. The bidder shall include training cost as a part of their proposal. The training requirements are as described in section 6.
- 4.3. The following shall be submitted with the bid for technical evaluation:
- (1) Breaker manufacturer and types supported by the bidder.
  - (2) Demonstrate that portability and operation requirement is met by the bidder.
  - (3) Type of power supply and battery system supported by the bidder.
  - (4) Description of safety strategy utilized in the universal remote racking equipment for faulty racking operations
  - (5) Demonstrate that the unit can be deployed by one field personnel without any assistance.
  - (6) Minimum of 5 utility references with similar breaker manufacturers and types.
  - (7) ANY exceptions taken to ANY of the items listed in this specification.

## 5. SHIPPING & HANDLING

5.1. The seller shall provide a production schedule for each order that City of Geneva Public Works will release.

5.2. Special attention shall be given to prepare the equipment for shipment ensuring that no damage occurs during transit and that all parts are properly protected from moisture and corrosive conditions.

5.3. The shipping enclosure shall be clearly marked with the purchaser's name, purchase order, release number, address and project name.

5.4. A packing list shall be prepared for each shipment. One copy shall accompany each shipment and one copy shall be mailed to the purchaser project engineer at the following address:

- City of Geneva
- Attention: Jose Ruiz
- 1800 South Street
- Geneva, Illinois, 60134.
- email: [jruiz@geneva.il.us](mailto:jruiz@geneva.il.us)

5.5. The shipments shall be delivered to the address above.

5.6. Shipping will be FOB to buyer's address.

5.7. The Seller shall clearly identify the equipment in the shipping bill with the purchase order number.

5.8. The Seller shall contact the buyer to coordinate and/or provide any change on proposed plans, material, shipping & handling, material arrival, mobilization & installation.

**6. TRAINING**

6.1. Operation training

The seller shall include training at City of Geneva Public Works location for personnel assigned to operate the universal remote racking system. This training shall be coordinated with City of Geneva Public Works training department to provide operators with hands-on experience on City of Geneva Public Works owned breaker variants. Approximately 2 training sessions shall be provided with the bid.

**7. RETURN & WARRANTY**

7.1. The seller shall warrant the product for at least two (2) years from the date of delivery. The warranty shall include all materials and labor to repair or replace the unit excluding shipping costs to and from City of Geneva.

**8. TABLE 1**

<b>Cubicle Adapter</b>
EATON / Cutler-Hammer
Squared D
Federal Pacific Electric
Westinghouse
GE

CERTIFICATION OF COMPLIANCE

The undersigned hereby certifies as follows:

- 1. That he has the authority and consent to make this certification on behalf of the bidder,

**Wesco**  
 \_\_\_\_\_  
 (Name of Company)

- 2. That he has knowledge of the City of Geneva Codes pertaining to the disqualification of certain bidders.
- 3. That he knows that the bidder listed above is not disqualified from the bidding under the aforementioned sections.
- 4. That he has knowledge of the City of Geneva ordinances relating to Fair Employment Practices and knows and understands the contents thereof; he certifies hereby that it is the policy of the bidder to recruit, hire, train, upgrade, promote, and discipline its employees without regard to race, creed, color, religion, age, sex, or physical or mental impairment.
- 5. That said bidder is not barred from bidding on the aforementioned contract as a result of a violation of sections 33E-3 or 33E-4 of Chapter 38 of the Illinois Revised Statutes, 1989.
- 6. That pursuant to Chapter 24, Section 11-42.1-1 of the Illinois Revised Statutes, the bidder is not delinquent in the payment of any taxes administered by the Department of Revenue.
- 7. That the contractor (either as an individual or company) agrees to provide a drug free workplace as provided for by the Public Act 86-1459.
- 8. That all work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, State, or Local statutes, rules, or regulations including all City of Geneva Safety Procedures affecting the work done under the contract.
- 9. That all work done in Kane County, Illinois under this contract shall comply with the prevailing Wage Rate Act of the State of Illinois, County of Kane, Illinois Revised Statutes, 1987, Chapter 48, par 39s-1, et. seq. and as amended by Public Acts 86-799 and 86-693, in effect at the time work is performed.

By submission of this bid, I certify that the bid has been arrived at independently and has been submitted without collusion between or among any vendor of materials, supplies, equipment, or services.

**Wesco**  
 \_\_\_\_\_  
 Name of Corporation, Partnership, or Proprietor

\_\_\_\_\_

Address	City	State	Zip
51 Prairie Pkwy	Gilberts	IL	60136

---

Telephone: 630.338.6977

*Aaron Formanek*

---

Authorized Signature / Title

SUBSCRIBED AND SWORN to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## ARTICLE II--CONSTRUCTION

### Section 1 . Time and Manner of Construction.

- a. The Bidder agrees to commence construction of the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Owner after notice in writing of acceptance of the Proposal by the Owner, but in no event will the Commencement Date be before **December 31, 2025**. The Bidder further agrees to prosecute diligently and to complete work in strict accordance with the Plans, Specifications and Drawings (excluding Saturdays & Sundays and City Holidays) after Commencement Date, per substation. **Latest substantial completion date of April 30, 2025.**
- b. The time for Completion of Work shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, Sub-Contractors and material suppliers, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however, that no such extension of the time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. It is understood and agreed that the Contractor has considered in his Bid all of the permanent and temporary utility appurtenances in their present positions and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them either by the utilities company or by himself, or an account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.
- d. If separate Contracts are let for work comprising an entire improvement, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. In case of dispute, the Owner shall be the referee and his decision shall be final and binding on all.
- e. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract, and shall protect and save harmless the Owner and all agents of the Owner from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. Each Contractor shall assume all responsibility for his work not completed or accepted because of the presence and operations of the other Contractors.
- f. The Contractor shall as far as possible arrange his work, and place and dispose of materials being used, so as not to interfere with the operations of the other Contractors within the limits of the same improvement. Contractor shall join his work with that of the others in an

acceptable manner and shall perform it in proper sequence to that of the others, all as approved by the Owner.

g. The sequence of work shall be as set forth below, or if no sequence is set forth below, the sequence of work shall be as determined by the Contractor, subject to the approval of the Owner. Promptly after the award of the Contract, the Contractor shall submit to the Owner a satisfactory progress schedule which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of days set up in the Contract. The progress schedule shall be reviewed and revised periodically as working conditions warrant. The Contractor shall confer with the Owner in regard to the prosecution of the work in accordance with this schedule. This schedule shall be used as a basis for establishing major construction operations, and for checking the progress of the work.

h. The Owner may from time to time during the progress of the construction of the Project make such changes, additions to or subtractions from the Plans and Specifications for Testing, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted at the Contractor's written request. The Contractor shall make a written request therefore to the Owner within ten (10) days after any such change in construction is made. Such written request shall also specify the cost to the Contractor if such change materially increases the cost of construction to the Contractor. The Owner shall pay the Contractor for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Contractor, but no claim for additional compensation for any such change or addition will be considered unless the Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

i. The Contractor will not perform any work hereunder on Saturdays or Sundays unless there is urgent need for such Saturday or Sunday work and the Owner consents thereto in writing. The time for completion specified in subsection "a" of this Section 1 shall not be affected in any way by inclusion of this subsection nor by the Owner's consent or lack of consent to Saturday or Sunday work hereunder.

#### Section 2. Protection and Restoration of Property.

The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures. From time to time or as may be ordered by the Owner and immediately after completion of the work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the work that Contractor is issued by Owner. Upon failure to do so within five (5) calendar days after written request by the Owner, such clean up may be performed by the Owner and the cost thereof be charged to the Contractor and be deducted from his final estimate. Upon completion of the work, the Contractor shall remove all his equipment and put the area of the work in a neat and clean condition and do all other cleaning required to complete the work in a professional, workmanlike manner, ready for use and satisfactory to the Owner.

The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

If the Contractor desires to use water from hydrants, he shall make contact Geneva Public Works to receive an application, and shall conform to the municipal ordinances, rules, or regulations concerning their use. Water shall be furnished from the hydrant at Public Works, 1800 South Street, Geneva, IL at the Owner's expense unless otherwise specified in the Special Provisions. A hydrant meter shall be used. The quantity of water used shall be reported to the Water Department prior to leaving Geneva Public Works.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules, or regulations, or within five (5) feet of a fire hydrant, in the absence of such ordinances, rules or regulations.

If corporate or private property interferes with the work, the Contractor shall notify, in writing, the owners of such property. The Contractor shall furnish the Owner with copies of such notifications and with copies of any agreement between him and the property owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground facilities, overhead structures of public utilities, trees, shrubbery, crops, and fences contiguous to the work, of which the Contract does not provide for removal. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey Monuments, or other similar monuments, until the Owner, or an authorized surveyor or agent has witnessed or otherwise references their location or relocation. The Contractor shall take reasonable precautions to avoid disturbing any archeological and other historic remains encountered during construction. The Contractor shall notify the Owner of the presence of any such survey or property monuments or archeological and other historic remains as soon as they are discovered.

The Contractor shall be responsible for any damage or destruction of property of any character resulting from the method of execution or non-execution of the Contractor's work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the Specifications complied with.

The Contractor shall at all times minimize the impact on trees in the work area by ensuring equipment storage/heavy machinery is not stored or used under tree canopies whenever possible. Also, when construction requires the cutting of tree roots the technique of root shaping will be used to minimize damage to the affected tree. When such construction takes place it's the contractor's responsibility to notify the Owner while the work is ongoing to assess the condition of the tree and probability of survival. If root cutting is performed, contractor shall take pictures of the before and after conditions of the root pruning to demonstrate that proper techniques were used.

Whenever public or private property is damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Owner may after the expiration of a period of

forty-eight (48) hours after giving him notice in writing proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under his Contract.

The contractor shall remove the top six (6) inches of clay and replace with black dirt, grading appropriately and repairing all construction-damaged portions with mulch or seed, fertilizer and excelsior blanket (see specifications for blanket) to promote the growth of new grass. It is also the responsibility of the contractor to return and remove the blanket after the seed has germinated (approximately 4-6 weeks after installation.) if it is not breaking down and disintegrating. If the seed hasn't taken, contractor shall seed again, install new fertilizer and blanket and return in another 4-6 weeks or as directed by City personnel. If a homeowner specifically requests sod, the Contractor will comply after a change order has been executed with the City. The homeowner is responsible for watering any grass or sod after the initial installation. Final walk-through acceptance of landscaping will be performed a minimum of 6 weeks after completion to ensure grass has taken. Contractor shall guarantee plants for one year after satisfactorily planted.

In areas where plant material was disturbed, contractor shall replace plants to match pictures taken prior to construction. If pictures do not cover the area disturbed, contractor will restore to homeowner's and City's satisfaction.

If necessary, the Contractor shall remove all mailboxes within the limits of construction that interfere with construction operations and shall erect them at temporary locations. As soon as construction operations permit, he shall set the mailboxes at their permanent locations. This work shall be performed as directed by the Owner. The Contractor shall replace at his own expense any mailbox or post which has been damaged by his operations.

The cost of all materials required and all labor necessary to comply with the above provisions shall be included in the Landscaping portion of the Contract.

### Section 3. The Bidder.

The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified personnel (including appropriate supervision).

### Section 4. Changes in Construction.

If requested by Owner, in cases of satisfactorily performed work that is subsequently modified, upgraded, or otherwise changed by the Owner, the Contractor agrees to make such changes in construction previously installed in the Project by the Bidder as required by the Owner. The compensation for such changes shall be agreed upon in writing by the Contractor and the Owner prior to commencement of work in connection with such changes.

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

#### Section 5. Construction Not in Proposal.

The Contractor also agrees to do other work not herein provided for and which may be necessary in order to complete the project, or which the Owner may desire, when and as approved and ordered by the Owner. Such extra work shall be paid for at a fair and reasonable price to be mutually agreed upon before a Contract Change Order is issued. The timeframe to complete such additional work shall be mutually agreed to prior to commencement of such additional work.

If the nature of the work is such as to preclude making an estimate of cost prior to the execution of the work or if a fair and reasonable price cannot be mutually agreed upon, the Owner may request the Contractor to proceed with the work on the basis that he be paid at a reasonable cost-plus 15 percent. On items of this nature, the Contractor shall submit to the Owner, as soon as possible after the completion of the work, a complete itemized breakdown of the cost of the work. Reasonable costs shall include the actual cost to the Bidder of all material used, of all labor employed (including supervision) and a reasonable rental for machinery and power tools when such are required. Labor costs shall include all wages, assessments and fees paid by the Contractor on the employees' wages, such as compensation insurance, employees' liability insurance, OAB payments and Social Security payments. Reasonable cost shall not include rental of small tools, or buildings, wages for the Contractor or his superintendent, public liability insurance, percentage on Sub-Contractors, allowance for use of capital, or any fees, commissions or profits.

The Contractor shall, if requested, submit to the Owner daily summaries of all labor time charged to extra work, for the Owner's approval, such approved summaries to be the basis for calculating extra labor time.

#### Section 6. Supervision and Inspection.

- a. The Contractor shall be responsible for providing adequate and satisfactory supervision of all work assigned/performed by a competent supervisory person (herein after called the "Superintendent"). Such individual(s) shall be present at all times during working hours where construction is being carried on. Directions and instructions given to the Superintendent shall be binding upon the Contractor. The cost of providing such supervision shall be borne by the Contractor and built into the applicable unit price rates for performing the assigned work.

It is implied and expected that the Contractor shall employ, in connection with the construction of the Project, capable, experienced and reliable personnel as may be required for the various classes of work to be performed. This includes journeyman lineman for all work in and around energized lines or lines that may become energized.

- b. The Owner reserves the right to require the removal from the Project of any employee of the Contractor and Contractors for noncompliance of installation which may include use of improper tools, improper installation, and/or not meeting timelines or schedules for installations, if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Contractor to increase the number of its workforce at contractor's expense to meet schedules in installation. Owner has established all provisions to judge performance based on successful completion of work assignments as

measured by Owner's standards. Contractor's obligations shall be to complete the work within the time and in the manner specified in this Proposal.

c. Regardless of any tests of materials made at the source, the Contractor shall carefully inspect all materials before installation and reject any materials which have been damaged or have visible flaws. The manner of construction of the Project, and all materials and equipment used therein, shall be subject to the inspection, tests and approval of the Owner, and the Contractor shall furnish all information required by the Owner concerning the nature or source of any materials incorporated or to be incorporated in the Project. The failure of the Owner to detect irregularities does not relieve the Contractor of responsibility to remove or replace materials which are found to be defective after installation. The Owner shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Contractor and of any Sub-Contractor, relevant to the construction of the Project. The Contractor shall provide all reasonable facilities necessary for such inspection and tests. The Owner shall make final inspection of all work, included in the Contract, as soon as practicable after notification by the Contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Owner at the time of such inspection, he shall inform the Contractor as to the particular defects to be remedied before final acceptance can be made. The Contractor shall have an authorized agent accompany the Owner when final inspection is made and, if requested by the Owner, when any other inspection is made.

d. If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the work. All stored materials shall be inspected and approved before being placed in storage. Space required shall be provided by the Contractor at Contractor's expense.

e. In the event that the Owner shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Contractor and the Contractor's Surety or sureties to have an inspection made, in cooperation with the Owner for the purpose of determining the exact nature, extent and location of such defects. Any such corrective actions, to remedy defective work or materials, shall not be cause for an extension of the schedule. Contractor shall incur costs required to meet stipulations of contract.

f. The Owner may recommend that the Contractor suspend the work wholly or in part for such period or periods as the Owner may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Contractor to comply with any of the provisions of the Contract: Provided, however, that the Contractor shall not suspend work pursuant to this provision without written authority from the Owner to do so. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Contractor to comply with any of the provisions of this Contract. In the event that work is suspended by the Contractor with the consent of the Owner, the Contractor before resuming work shall give the Owner at least twenty-four (24) hours' notice thereof in writing.

g. The Contractor will be furnished necessary copies of the plans and special provisions, and he shall have one copy of each available on the work at all times during its prosecution. Contractor

shall give the work his constant attention to facilitate the progress thereof, and shall cooperate with the Owner in every way possible. He shall have on the work at all times, a competent, English-speaking representative authorized to receive orders and act on the Contractor's behalf.

Section 7. Defective Materials and Workmanship.

a. The acceptance of any materials, equipment (except Owner-furnished materials) or any workmanship by the Owner shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Contractor. Any such condemned material or equipment shall be immediately removed from the site of the Project by the Contractor at the Contractor's expense. The Contractor shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the Project, of which the Contractor shall have had notice, shall not have been replaced or remedied, as the case may be.

b. Notwithstanding any certificate which may have been given by the Owner, if any materials, equipment (except Owner-furnished materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of construction of the Project, the Contractor shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If the Contractor shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Contractor shall de-energize that section of the Project involved in such work. In the event of failure by the Contractor so to do, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Contractor shall pay to the Owner the cost and expense thereof.

Section 8. - Traffic Control and Road Conditions.

a. Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

b. The Contractor shall furnish and place all necessary barricades and warning signs for street and/or lane closings during the work operations. The Contractor shall schedule his work to limit the closing of any one street block for not more than a period of four (4) hours. Tri-Com (911) shall be notified by the Contractor prior to any street closings. Street name, cross streets and duration of closure shall be provided.

c. The Contractor shall furnish all of the materials, labor and equipment (including flagmen if required) necessary to comply with this provision and all such costs to comply shall be borne by the Contractor and be considered incidental to the Contract.

d. The Contractor shall notify the Owner at least three (3) days in advance of the starting of any construction work which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the work in such a manner to insure the least obstruction of vehicular and pedestrian traffic. The convenience of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner.

e. Where the Contractor's equipment is operated on any portion of the traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean up traveled surface of all dirt and debris at the end of each day's operations. The cost of this work shall be included in the unit prices Bid and no additional compensation will be allowed. In addition, at the completion of the job, the streets which the Contractor muddied shall be swept clean by use of a street sweeper vehicle. This too, shall be incidental to the Contract.

f. The traveled surface and structures on or adjacent to the work shall be protected, in a manner satisfactory to the Owner, from damage by lugs or cleats on treads or wheels of equipment.

g. All equipment used in prosecution of the work shall comply with the legal loading limits established by the statutes of the State of Illinois or local regulations when moved over or operated on any traveled surface or structure unless permission in writing has been issued by the Owner. Before using any equipment which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of stresses to determine whether or not the proposed loading would be within safe limits. The Owner will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements.

## ARTICLE III--PAYMENTS AND RELEASE OF LIENS

### Section 1. Payments to Contractor

a. Within the first fifteen (15) days of each calendar month, the Owner shall make partial payment to the Contractor for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified (as satisfactorily complete) to by the Contractor, and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. **Payment shall be made only after receipt of Certified Payroll.** Only ninety percent (90%) of each such estimate approved during the construction of the Project shall be paid by the Owner to the Contractor prior to Completion of the Project. Upon completion by the Contractor of the construction of the Project, the Owner will prepare an inventory of the Project showing the total number and character of Construction Units and after checking such inventory with the Contractor, will certify it together with a certificate of the total cost of the construction performed. Upon the approval of such certificates by the Owner, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled thereunder which shall not have been paid; Provided, however, that such final payment shall be made not later than ninety (90) days after the

date of Completion of Construction of the Project, as specified in the Certificate of Completion, unless withheld because of the fault of the Contractor.

b. The Contractor shall be paid on the basis of the number of construction Units actually installed at the direction of the Owner shown by the inventory: Provided, however, that the total cost shall not exceed the maximum Contract price for the construction of the Project as set forth in the Acceptance, unless such excess shall have been approved in writing by the Owner.

c. Notwithstanding the provisions of Section "1a" above, the Contractor may, by giving written notice thereof to the Owner, elect to receive payment in full for any Station of the Project upon:

- (1) completion of construction of such Station as certified and approved by the Owner;
- (2) submission to the Owner of the releases of lien and the certificate referred to in Section 2 hereof:
- (3) submission to the Owner of the consent in writing by the Surety or Sureties on the Contractor's Bond to payment in full for such Station prior to Completion of the Project.

d. Interest at the rate of seven percent (7%) per annum shall be paid by the Owner to the Contractor on all unpaid balances due on monthly estimates, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Contractor. The due date for purposes of such monthly payment shall be the fifteenth day of each calendar month provided (1) the Contractor on or before the twentieth day of the preceding month shall have submitted its certification of construction completed during the preceding month and (2) the Owner on or before the fifteenth day of such month shall have approved such certification. If for reasons not due to the Contractor's fault, such approval shall not have been given on or before the fifteenth day of such month, the due date for purposes of this subsection d shall be the fifteenth day of such month notwithstanding the absence of the approval of the certification.

e. Interest at the rate of seven percent (7%) per annum shall be paid by the Owner to the Contractor on the final payment for the Project or any completed Section thereof, commencing fifteen (15) days after the due date. The due date for purposes of such final payment shall be the date of approval by the Owner of all of the documents requiring such approval, as a condition precedent to the making of final payment, or ninety (90) days after the date of Completion of Construction of the Project, as specified in the Certificate of Completion, whichever date is earlier.

f. No payment shall be due while the Contractor is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of this Contract.

Section 2. Release of Liens and Certificate of Contractor.

(See sample Waiver and Release of Lien and sample Certificate of Contractor.) Upon the completion by the Contractor of the construction of the Project (or any Station thereof if the Contractor shall elect to receive payment in full for any Station when completed as provided above) but prior to final payment to the Contractor, the Contractor shall deliver to the Owner releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, materialmen, and Sub-Contractors furnishing services or materials for the Project or such Station and a certificate in the form attached hereto to the effect that all labor used on or for the Project or such Station has been paid and that all such releases have been submitted to the Owner.

Section 3. Payments to Materialmen and Sub-Contractors.

The Contractor shall pay each materialman, and each Sub-Contractor, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Contractor for and on account of materials furnished or construction performed by each materialman or each Sub-Contractor.

**WAIVER AND RELEASE OF LIEN**

WHEREAS, the undersigned, Remote Solutions  
 manufacturer, materialman or Sub-Contractor  
 has furnished to Wesco the  
 name of Contractor  
 following: Substation Racking Device for use  
 kind of material and services furnished  
 in the construction of a project belonging to The City of Geneva  
 name of Owner  
 known as, Geneva Substation Racking Device Bid  
 project designation

NOW, THEREFORE, the undersigned, Wesco, for and in  
 (name of manufacturer, materialmen or Sub-Contractor)

consideration \$ 98,471.88, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described Project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wesco  
 name of Contractor

for said project.

Given under my (our) hand(s) and seal(s) this 15 day of December, 2025

**Remote Solutions**

name of manufacturer, materialman or Sub-Contractor

By: John J. Engel president,  
 vice president, partner or Owner, or if signed by other than one of the foregoing, accompanied by power of attorney signed by one of the foregoing in favor of the signer. (use designation applicable)



## ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

### Section 1 . Protection to Persons and Property.

The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- a. The Contractor shall at no time and under no circumstances cause or permit any employee of the Contractor to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Contractors.
- b. The Contractor shall so conduct the construction of the Project as to cause the least possible obstruction of Public highways.
- c. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.
- d. Temporary water, light, power, sanitary and other utility service shall be arranged for by the Contractor for construction purposes at its own expense.
- e. The Contractor shall do all things necessary or expedient to properly protect any and all adjacent lines, highways and any and all property of others from damage, and in the event that any such lines, highways or other property are damaged in the course of construction of the Project, the Contractor shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.
- f. The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the construction of the Project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and full repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the Project or any part thereof.

g. Any and all excess earth, rock, debris, underbrush and other useless material shall be removed by the Contractor from the site of the Project as rapidly as practicable as the work progresses.

h. Upon violation by the Contractor of any of the provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor so to do the Owner may correct such violation at the Contractor's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without such prior notice to the Contractor.

i. The Contractor shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.

j. The Contractor shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the property owner that proper authorization has been received, and the Contractor shall promptly notify the Owner whenever any property owner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the Project and shall obtain the consent in writing of the owner before proceeding in any such case.

k. Where the right-of-way of the project traverses cultivated lands, the Contractor shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the Project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Contractor shall not be responsible for loss of or damage to crops, orchards, or property (other than livestock) on the right-of-way necessarily incident to the construction of the Project and not caused by negligence or inefficient operation of the Contractor. The Contractor shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the Project. The right-of-way for purposes of this section shall consist of an area ten (10) feet on both sides of the center line of the route of the Project lines, plus such area reasonably required by the Contractor for access to the route of the Project lines from public roads to carry on construction activities.

l. The Contractor will furnish, prior to the commencement of underground distribution construction, proof satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Contractor.

m. The Contractor shall be responsible for adhering to OSHA and all City of Geneva Policies and Procedures regarding Confined Space Entry. The Contractor shall supply all the necessary confined space entry equipment.

Section 2. Insurance.

The Contractor shall take out and maintain throughout the construction period insurance in the following minimum requirements:

a. Workmen's Compensation & Employer's Liability. This insurance shall protect Contractor and the Company against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against all claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include "All States" endorsement.

The liability limits shall not be less than:

Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each employee

b. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, nonowned, or hired.

The General Liability limits shall be not less than:

Bodily Injury	\$2 Million (each person)
	\$2 Million (each occurrence)
Property Damage	\$2 Million

c. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act of omission of the Bidder or his agents, employees, or Sub-Contractors. The policy shall also include protection against claims insured by usual personal injury liability coverage a "protective liability" endorsement to insure the Contractual liability assumed by the Contractor, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall be not less than:

Bodily Injury	\$2 Million (each person)
	\$2 Million (each occurrence)
Property Damage	\$2 Million (each occurrence)
	\$3 Million (aggregate)

d. Installation Floater. The Contractor shall secure and maintain installation floater insurance on all materials and equipment installed under the Contract. This insurance shall protect the

Contractor and the Owner from all risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage designed for the circumstances that may occur in the particular work included in the Contract. No exclusions shall be permitted with respect to this policy unless specifically authorized by the Owner in writing. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

Installation floater insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Owner.

e. Additional Named Insured. The Owner and its employees, agents, and representatives shall be named additional insured on all insurance certificates.

f. Cancellation Notice. The standard ACCORD will not be accepted as proof of insurance unless the cancellation provisions have been altered to assure the Owner a minimum ten (10) days notice of cancellation.

Certificates of insurance shall be filed and approved by the Owner before starting construction or within ten (10) days after the execution of the Contract, whichever date is reached first.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections b and c of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Contractor shall furnish a certificate evidencing compliance with the foregoing requirements.

### Section 3. Indemnification.

To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any Sub-Contractor, any person or organization directly or

indirectly employed by any of them to perform or furnish any of the work by anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Sub-Contractor or other person or organization under workers or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his Sub-Contractors.

Section 4. Release of Liability.

Acceptance by the Contractor of the last payment shall be a release to the Owner and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

Section 5. Delivery of Possession and Control to Owner.

a. Upon written request of the Owner the Contractor shall deliver to the Owner full possession and control of any portion of the Project provided the Contractor shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the Project to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1 f hereof with respect to such portion of the Project so delivered to the Owner shall be terminated; Provided however, that nothing herein contained shall relieve the Contractor of any liability with respect to defective materials and workmanship as contained in Article II Section 7, hereof.

b. Where the construction of a Section as hereinbefore defined in Article II, Section 1g and Article III, Section 1c shall have been completed by the Contractor, the Owner agrees, after receipt of a written request from the Contractor, to accept delivery of possession and control of such Section upon the issuance by the Owner of a written statement that the Section has been inspected and found acceptable by the Owner. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1 f hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Contractor of any liability with result to defective materials or workmanship as contained in Article II, Section 7 hereof.

Section 6. Assessment of Guarantees.

All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner prior to the time the Contractor receives final payment.

Section 7. Energizing the Project.

Prior to Completion of the Project the Owner, upon written notice to the Contractor, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the Project so energized shall be considered within the possession and control of the Owner and governed by the provisions of Section 5 of this Article. Upon written notice to the Contractor by the

Owner of the completion of such test and upon deenergizing the lines involved therein said portion or portions of the Project shall be considered as returned to the possession and control of the Contractor unless the Owner shall elect to continue possession and control in the manner provided in Section 5 of this Article. Contractor is responsible for providing underground locating of all new facilities that were constructed by the Contractor (or under Contractor's authority) in the project area until such time as they have been accepted by the Owner.

## ARTICLE V--REMEDIES

### Section 1. Completion on Contractor's Default.

If default shall be made by the Contractor or by any Sub-Contractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the Surety or Sureties upon the Contractor's Bond or Bonds a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such upon the Contractor such default shall be corrected or are for the correction thereof satisfactory to the Owner shall be made by the Contractor or its Surety or Sureties, the Owner may take the construction of the Project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor, and the Contractor and its Surety or Sureties shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to Contractor or any of its Sub-Contractors, which may be situated at the site of the Project. The Owner in such contingency may exercise any rights, claims or demands which the Contractor may have against third persons in connection with this Contract and for such purpose the Contractor does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.

### Section 2. Liquidated Damages.

The time of the Completion of Construction of the Project is of the essence of the Contract. Should the Contractor neglect, refuse, or fail to complete the construction in the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due, and payable to the Contractor the sum of seven hundred and fifty dollars (\$750.00) per calendar day for each and every day that such construction is delayed on its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due and to become due from the Owner to Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly to notify the Contractor in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.

### Section 3. Cumulative Remedies.

Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provisions of

Section 2 of this Article shall be the exclusive measure of damages for failure by the Contractor to complete the construction of the Project within the time agreed upon.

## ARTICLE VI--MISCELLANEOUS

### Section 1 . Definitions.

- a. The term "Bidder" shall mean any individual, firm, partnership, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
- b. The term "Project" shall mean the electric system, or portions thereof, described in the Plans and Specifications for Construction.
- c. The term "Completion of Construction" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof except the Contractor's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof and (2) the inventory referred to in Article III, Section I hereof and (3) other final documents. The term "Completion of the Project" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Owner and approved in writing by the Owner, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.
- d. The term "Owner" shall be the city, sanitary district or other municipality, corporation, partnership or individual initiating the project, acting through its legally constituted officials, officers, or employees.
- e. The term "Contractor" shall be the Bidder awarded the Contract for the work.
- f. The term "Sub-Contractor" shall be the individual, firm, partnership, or corporation to whom the Contractor, with written consent of the Owner, sublets, assigns, or otherwise disposes of any part of the work covered by the Contract.
- g. The term "Proposal" shall be the offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- h. The term "Bid Bond" shall be the security designated in the Proposal to be furnished by the Bidder as a guaranty that said Bidder will enter into a Contract with the Owner for the acceptable performance of the work and will furnish the required Contract Bond, if the work is awarded to him.
- i. The term "Contract" shall be the written agreement covering the performance of the work and the furnishing of labor and materials for the construction of the work. The contract includes

the notice to Bidders, Proposal, Contract Bond, Specifications, plans, any and all supplemental agreements, and any and all special provisions.

j. The term "Contract Bond" shall be the approved form of security furnished by the Contractor and his Surety as a guaranty that he will execute the work in accordance with the terms of the Contract.

k. The term "Surety" shall be the corporate body, individual, or individuals, which engage to be responsible for the Bidder's acts in the execution of the Contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the Contract, his payment of all obligations pertaining to the work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

l. The term "Award" shall be the decision of the Owner to accept the Proposal of the lowest responsible Bidder for the work, subject to the execution and approval of a satisfactory Contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

m. The term "Inspector" shall be the authorized representatives of the Owner assigned to make detailed inspection of any or all portions of the work or material therefore.

n. The term "Notice to Bidders" shall be the official notice, included in the Proposal form inviting Bids for the proposed improvement.

o. The term "Special Provisions" shall be specific directions, provisions, requirements, and revisions of the Specifications peculiar to the work under consideration which are not satisfactorily provided for in the Specifications. The special provisions set forth the final contractual intent as to the manner involved. The special provisions included in the Contract shall not operate to annul those portions of the Specifications with which they are not in conflict.

p. The term "Specifications" shall be the body of directions, provisions, and requirements contained herein, or in any supplement to this document referred to in the special provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the work, the quantities, or the quality of materials to be furnished under the Contract.

q. The term "The Work" shall be the improvement advertised for Bids, described in the Proposal form, indicated on the plans, and covered in the Specifications, Special Provisions, Contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof, including labor, tools, equipment, materials, and incidentals necessary for satisfactory completion of the improvements.

r. The term "Written Notice" shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

s. The term "Act of God" shall be an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.

t. The term "Contents of the Proposal Form" shall be those forms which with the qualified Bidders will be furnished stating the location and description of the work contemplated, the approximate quantities of work to be performed or materials to be furnished, the amount of the proposed guaranty, requirements pertaining to labor, and the date, time, and place of filing and opening Proposals. All documents bound with or attached to the Proposal shall be considered a part thereof, and shall not be detached or altered.

#### Section 2. Patent Infringement.

The Bidder shall save harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

#### Section 3. Permits for Explosives.

All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Contractor. The Contractor shall be governed by the rules and regulations of the Department of Mines and Minerals of the State of Illinois and any local regulations which govern the use of explosives.

#### Section 4. Compliance with Statutes and Regulations.

The Contractor shall comply with all applicable ordinances, rules, and regulations pertaining to the work. The Bidder acknowledges that it is familiar with the so-called "Kick-Back" Statute (48 Stat. 948), and regulations issued pursuant thereto, and 18 U.S.C. 287, 1001, as amended. The Bidder understands that the regulations and orders of governmental agencies having jurisdiction in the premises.

#### Section 5. Equal Opportunity Provisions.

##### a. Bidder's Representations.

The Bidder represents that:

It has   X  , does not have        100 or more employees, and it has   X  , has not        furnished the Equal Employment Opportunity--Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a Sub-Contractor with 100 or more employees, a statement, signed by the proposed Sub-Contractor, that the proposed Sub-Contractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

b. Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive

Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of labor, or as otherwise provided by law.

(7) The Contractor will include this Equal Opportunity Clause in every Sub-Contractor purchase order unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Contractor or vendor.

c. Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certification from proposed Sub-Contractors for specific time periods) it will obtain identical certifications from proposed Sub-Contractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

#### Section 6. Franchises and Rights-of-way.

The Contractor shall be under no obligation to obtain or assist in obtaining; Any franchises, authorizations, permits or approvals required to be obtained by the Owner from federal, state, county, municipal or other authorities; any rights-of-way over private lands; or any agreements from the Owner and third parties with respect to joint use of poles, crossing or other matter incident to the construction and operation of the Project.

#### Section 7. No assignment of Contract.

The Contractor shall perform directly and without subcontracting not less than twenty-five per centum (25%) of the construction of the Project, to be calculated on the basis of the total Contract price. The Contractor shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Contractor's obligations hereunder or any part thereof, without the approval in writing of the Owner and of the Surety and Sureties on any Bond furnished by the Contractor for the faithful performance of the Contractor's obligations hereunder. If the Contractor, with consent of the Owner, and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any Sub-Contractor for the performance of any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of such Sub-Contractor and of persons employed by such Sub-

Contractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

Section 8. Extension to Successors and Assigns.

Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

Section 9. Contractor.

Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Section 10. Addenda. Any questions relating to the Contract that requires a response from the City of Geneva must be submitted in writing (email, fax or mail) by **Monday, Dec 08, 2025** at 9:00 a.m. The City of Geneva will provide response by email or fax by **Thursday, Dec 11, 2025** at 3:00 p.m. No further Addendum will be made after this point in time.

The Bidder acknowledges receipt of the following Addenda:

Addendum No. _____	dated _____	initialed _____
Addendum No. _____	dated _____	initialed _____
Addendum No. _____	dated _____	initialed _____

Section 11 . Prevailing Wage.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

- a. Contractor or his Sub-Contractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at the time of payment, computed at wage rates not less than those stated in the advertised Specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or Sub-Contractor and such laborers and mechanics;
- b. The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work; and
- c. There may be withheld from the Contractor so much of accrued payment as may be considered necessary by the city controller to pay to laborers and mechanics employed by the Contractor or any Sub-Contractor on the work for the difference between the rates of wages required by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of the Davis-Bacon Act (USC, Title 40, Sec. 276a) and interpretations thereof.

d. The overtime pay to which a laborer or mechanic working on the contract is entitled shall be that overtime pay to which he is entitled by any agreement he may have made with the Contractor or Sub-Contractor, or by any applicable provision of law, but in no such event shall such amount be less than the prevailing wage for such overtime.

e. The minimum wages to be paid to the various laborers and mechanics, have been determined to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Contract work in the vicinity.

f. Please be aware of the following requirements of the Illinois Department of Labor for the Contractor and every Subcontractor working on public improvement projects in Illinois. There will be no exception to these public acts under this contract. Starting from the date the notice to proceed is issued the Contractor and the subcontractor will submit certified payroll records every calendar month for work that was completed and paid for as stated below.

- i. CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515): Effective August 10, 2005 Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

## Kane County Prevailing Wage Rates posted on 11/04/2025

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	AII	ALL		51.40	52.40	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
ASBESTOS ABT-MEC	AII	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73
BOILERMAKER	AII	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	39.30
BRICK MASON	AII	BLD		53.06	53.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
CARPENTER	AII	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
CEMENT MASON	AII	ALL		52.15	54.15	2.0	1.5	2.0	2.0	12.86	30.96	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	AII	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14
CERAMIC TILE LAYER	AII	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26
COMMUNICATI ON TECHNICIAN	N	BLD		46.63	49.03	1.5	1.5	2.0	2.0	14.67	19.15	0.00	0.93	0.00	10.04	20.08
COMMUNICATI ON TECHNICIAN	S	BLD		47.11	50.36	1.5	1.5	2.0	2.0	17.30	17.69	0.00	1.65	0.00	0.00	0.00
CONCRETE SPECIALIST	AII	BLD		51.81	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
CONCRETE SPECIALIST WELDER	AII	BLD		54.40	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
ELECTRIC PWR EQMT OP	AII	ALL		52.47	71.60	1.5	1.5	2.0	2.0	7.50	14.69	0.00	1.84	1.57	9.05	18.10
ELECTRIC PWR GRNDMAN	AII	ALL		40.31	71.60	1.5	1.5	2.0	2.0	7.50	11.29	0.00	1.41	1.21	6.96	13.91
ELECTRIC PWR LINEMAN	AII	ALL		63.08	71.60	1.5	1.5	2.0	2.0	7.50	17.66	0.00	2.21	1.89	10.88	21.76
ELECTRIC PWR TRK DRV	AII	ALL		41.77	71.60	1.5	1.5	2.0	2.0	7.50	11.70	0.00	1.47	1.25	7.20	14.40
ELECTRICIAN	N	ALL		59.11	64.11	1.5	1.5	2.0	2.0	16.83	24.13	0.00	1.77	0.00	12.71	25.41
ELECTRICIAN	S	BLD		60.17	66.19	1.5	1.5	2.0	2.0	17.55	23.84	0.00	2.11	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	AII	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00
FENCE ERECTOR	AII	ALL		50.68	56.76	1.5	1.5	2.0	2.0	13.56	27.20	0.00	1.80	0.00	0.00	0.00
GLAZIER	AII	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00
HEAT/FROST INSULATOR	AII	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97
IRON WORKER	AII	ALL		55.55	62.22	2.0	2.0	2.0	2.0	13.56	31.29	0.00	1.80	0.00	0.00	0.00
LABORER	AII	ALL		51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
LATHER	AII	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00

### Kane County Prevailing Wage Rates posted on 11/04/2025

MACHINIST	All	BLD	60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL	40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD	52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76
MATERIAL TESTER I	All	ALL	41.40		1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
MATERIALS TESTER II	All	ALL	46.40		1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
MILLWRIGHT	All	ALL	56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD 1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD 2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD 3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD 4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD 5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD 6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD 7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	53.25	53.25	1.5	1.5	2.0	2.0	25.20	22.75	2.00	3.00		0.00	0.00
OPERATING ENGINEER	All	HWY 1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY 2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY 3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY 4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY 5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY 6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY 7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
ORNAMENTAL IRON WORKER	E	ALL	59.26	62.76	2.0	2.0	2.0	2.0	14.86	27.70	0.00	2.25	0.00	0.00	0.00
PAINTER	All	ALL	54.30	56.30	1.5	1.5	1.5	2.0	16.20	11.43	0.00	1.75	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD	46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL	56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
PIPEFITTER	All	BLD	58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD	51.10	54.17	1.5	1.5	2.0	2.0	18.43	22.10	0.00	1.25	0.00	0.00	0.00
PLUMBER	All	BLD	60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00
ROOFER	All	BLD	52.00	57.00	1.5	1.5	2.0	2.0	12.20	17.59	0.00	1.14	0.00	0.00	0.00

### Kane County Prevailing Wage Rates posted on 11/04/2025

SHEETMETAL WORKER	All	BLD	58.63	63.54	1.5	1.5	2.0	2.0	17.16	19.90	0.00	1.79	2.62	0.00	0.00	
SPRINKLER FITTER	All	BLD	63.25	66.00	1.5	1.5	2.0	2.0	15.45	19.90	0.00	1.15	0.00	0.00	0.00	
STONE MASON	All	BLD	53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45	
SURVEY WORKER	All	BLD	51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00	
SURVEY WORKER	All	HWY	51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00	
TERRAZZO FINISHER	All	BLD	51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89	
TERRAZZO MECHANIC	All	BLD	55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39	
TRAFFIC SAFETY WORKER I	All	HWY	43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00	
TRAFFIC SAFETY WORKER II	All	HWY	44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00	
TRUCK DRIVER	All	ALL	1	45.31	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	45.46	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	45.66	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	45.80	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TUCK POINTER	All	BLD	52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00	0.00	

**Legend**

**Rg** Region

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

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

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

**Explanations KANE COUNTY**

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the

appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials.

All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the

installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip- Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting,

and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self- Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders.

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender SURVEY WORKER  
Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

#### SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

#### TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

#### TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.  
TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman;

Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the

classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**PROPOSED SUBCONTRACTORS**

List the name and address of all Sub-Contractors who will perform work in relation to this Contract:

Sub-Contractor

Work

n/a

**NOTE: Failure to complete this list may result in rejection of Bid. Statements such as "to be determined" are not acceptable.**

**PROPOSAL SIGNATURE BY BIDDER**

**Wesco**

\_\_\_\_\_  
Bidder

**John J. Engel**

\_\_\_\_\_  
President

**225 W. Station Square Drive, Suite 700**

**Pittsburgh, PA 15219**

Address

ATTEST:

\_\_\_\_\_  
Secretary

Date **12-15/2025**  
\_\_\_\_\_

Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the Bid a power of attorney evidencing authority to sign the Bid, Executed by the partners.

Bids which are signed for a corporation should give the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By Wesco". If such a Bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such a Bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

**ACCEPTANCE**

The Owner hereby accepts the foregoing Proposal of the Bidder,  
Wesco  
for the construction of the following project:

The total Contract price is \$ 183,240 \*  
\*Varies by units on page 18  
The City of Geneva  
(Owner)

By Aaron Formanek - Wesco

Attested:  
*Aaron Formanek*  
\_\_\_\_\_

Date of Contract:

12-15-2025

**CONTRACTOR'S BOND**  
**(Performance and Payment)**

1. Know all men that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the "Owner" and unto all person, firms and corporations who or which may furnish materials for or perform labor on a project known as \_\_\_\_\_ and to their successors and assigns, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our PETutors, administrators, successors and assigns jointly and severally by these presents. Said Project is described in a certain construction contract (hereinafter called the "Construction Contract") between the Owner and the Principal, dated \_\_\_\_\_, 20\_\_\_\_.
  
2. The condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Construction Contract and any amendments thereto, whether such amendments are for additions, decreases, or changes in materials, their quantity, kind of price, labor costs, mileage, routing or any other purpose whatsoever, and whether such amendments are made with or without notice to the Surety, and shall fully indemnify and save harmless the Owner from all costs and damages which the Owner shall suffer or incur by reason of any failure so to do, and shall fully reimburse and repay the Owner for all outlay and expense which the Owner shall incur in making good any such failure of performance on the part of the Principal, and shall promptly make payment to all persons working on or supplying labor or materials for use in the construction of the Project contemplated in the Construction Contract and any amendments thereto, in respect of such labor or materials furnished and used therein, to the full extent thereof, and in respect of such labor or materials furnished but not so used, to the extent required in the Construction Contract and any amendments thereto, occasioned by any default of the Principal under the Construction Contract and any amendments thereto, then this obligation shall be null and void, but otherwise shall remain in full force and effect.
  
3. It is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and Surety to the full and faithful performance of the Construction Contract as so amended, provided only that the total amount of all increases in the cost of construction shall not exceed 20 percent of the amount of the maximum price set forth in the Construction Contract. The term "Amendment," wherever used in this Bond, and whether referring to this Bond or in the Construction Contract shall include any alteration, addition, extension, modification, amendment, rescission, waiver, release or annulment, of any character whatsoever.
  
4. It is expressly agreed that any amendment which may be made by agreement or otherwise between the Principal and the Owner in the terms, provisions, covenants and conditions of the Construction Contract (including, without limitation, the granting by the Owner to the Principal of any extension of time for the performance of the obligations of the Principal under the Construction Contract, or

the failure or refusal of the Owner to take any action, proceeding or step to enforce any remedy or exercise any right under the Construction Contract, or the taking of any action, proceeding or step by the Owner, acting in good faith upon the belief that the same is permitted by the provisions of the Construction Contract) shall not in any way release the Principal and the Surety, or either of them or their respective PETutors, administrators, successors or assigns from liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.

- 5. This Bond is made for the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments hereto, and they, and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written as such, and they and each of them may sue herein.

In witness thereof, the undersigned have caused this instrument to be Executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(Seal)  
(Principal)

Attest:  
\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Surety)

Attest:  
\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Address of Surety's home office)

By \_\_\_\_\_  
(Resident Agent of Surety)

\_\_\_\_\_

**Signatures:** The Contractor's Bond must be signed with the full name of the Contractor. If the Contractor is a partnership the Contractor's Bond must be signed in the partnership name by a partner. If the Contractor is a corporation the Contractor's Bond must be signed in the corporate name by a duly

authorized officer and the corporate seal affixed and attested by the Secretary of the corporation. A typewritten copy of all such names and signatures shall be appended.

**Power of Attorney:** The Contractor's Bond must be accompanied by a power of attorney authorizing PETution on behalf of the Surety and, in jurisdictions so requiring should be countersigned by a duly resident agent of the Surety.



\*Atlantic Specialty Insurance Company

**BID BOND**

1. KNOW ALL MEN that we, Anixter, Inc as Principal, and as Surety, are held and firmly bound unto City of Geneva, Illinois

(hereafter called the "Owner") in the penal sum of ten percent (10%) of the amount of the Bid referred to in paragraph 2 below, but not to exceed Ten Percent of Amount Bid dollars (\$ 10%), as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;

2. WHEREAS, the Principal has submitted a Bid to the Owner for the construction of the project known as Geneva Substation Racking Device Bid,

3. NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the Bid of the Principal, and

(a) the Principal shall execute such Contract documents, if any, as may be required by the terms of the Bid and give such Contractor's Bond or Bonds for the performance of the Contract and for the prompt payment of labor and material furnished for the Project as may be specified in the Bid, or

(b) in the event of the failure of the Principal to execute such Contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof, between the amount specified in the Bid and such larger amount for which the Owner may in good faith Contract with another party to construct the Project, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 15th day of December, 2025

Anixter, Inc. (seal)

principal

By: Catharine Roberts, Attorney-in-Fact

title

Atlantic Specialty Insurance Company (seal)

Surety

By: Daniel P. Dunigan, Attorney-in-Fact

Daniel P. Dunigan, Attorney-in-Fact

title

Attest: Kelly G. Hennessy

secretary

Kelly G. Hennessy, Witness

Attest: Arlene Ostroff

secretary

Arlene Ostroff, Witness



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Brian C. Block, Daniel P. Dunigan, James L. Hahn, Joseph W. Kolok Jr., Kelly G. Hennessy, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

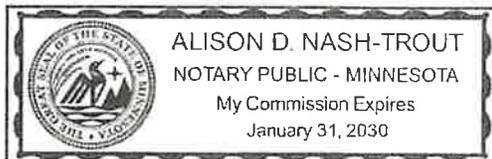
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By [Signature]  
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



[Signature]  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed, Dated 15th day of December, 2025



[Signature]  
Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2030

LIMITED POWER OF ATTORNEY

Simkiss & Block, an Alera Group Agency, LLC, a Pennsylvania limited liability company ("Simkiss") is in the business of assisting clients in the placing of surety bonds through certain surety companies. Wesco Distribution, Inc. ("Client") has requested that Simkiss enter into certain surety bond documents ("Surety Documents") on behalf of Client as its attorney-in-fact and Simkiss is willing to serve as Client's attorney-in-fact if Client signs this Limited Power of Attorney, and agrees as follows:

1. The Client hereby appoints Simkiss to act as its attorney-in-fact in all matters associated with the Surety Documents.

2. Simkiss shall have the authority to execute any and all Surety Documents, and to make any related representations or disclosures, correspondence, communications, or actions on behalf of the Client with any individual or entity, and to take such other actions necessary or desirable, in furtherance of the Surety Documents. The Client affirms and ratifies all acts taken by Simkiss on its behalf.

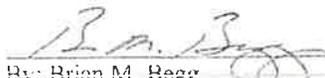
3. This Limited Power of Attorney may be revoked by the Client at any time, but any person relying on this Limited Power of Attorney shall have full rights to accept the authority of Simkiss until receipt of an actual notice of revocation.

4. The Client shall indemnify, defend and hold Simkiss and its affiliates harmless from any damages resulting from the good faith exercise of this Limited Power of Attorney.

5. The undersigned has full power and authority to enter into this Limited Power of Attorney, the execution and delivery of which has been duly and validly authorized and approved by all necessary action on the part of the Client.

SIGNED this 9 day of December, 2025.

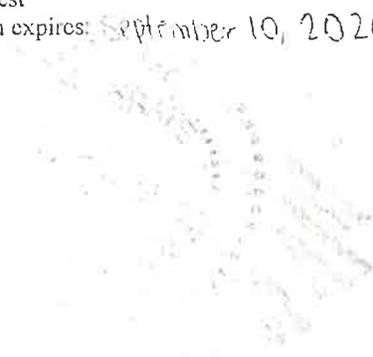
Wesco Distribution, Inc.

  
By: Brian M. Begg  
Title: Senior Vice President, Treasurer

On the 9 day of December, 2025, before me, the undersigned notary public, personally appeared Brian M. Begg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Commonwealth of Pennsylvania - Notary Seal  
Kimberly L. West, Notary Public  
Allegheny County  
My commission expires September 10, 2026  
Commission number 1257897  
Member, Pennsylvania Association of Notaries

  
Kimberly L. West  
My commission expires: September 10, 2026









## Remote Solutions, LLC

2475 N Jackrabbit Ave  
Tucson, AZ 85745  
Phone: 520-628-4378  
Safe-T-Rack.com

## Quote

Date	Quote #
12/8/2025	2667WSCO

*Safe-T-Rack ... Because Distance is the Best Arc Flash Protection*

Name / Address		Ship To		
Wesco Distribution Inc. PO Box 122038 Lilhia Spgs. GA 30122		City of Geneva		
Item	Description	Qty	Rate	Total
908-300-00	City of Geneva Type of Switchgear: VCP-W, V5D, DST2, Powervac, VR, DHP <b>SR-U M18 Portable Kit Full Set Rev B</b> Includes: (1) *SR-U-IHC-1- Universal Handheld Controller, S/N (1) *SR-U-MDU-18 - Universal Motor Drive Unit, S/N (1) *SR-U-CC-50 - 50' Control Cable, S/N w/ (1) Battery Charger, S/N, (2) Lithium 18V Batteries, S/N, and (1) SE-920 Portable Tote Case [List Price \$31,324.00] <b>One Portable Kit per substation is recommended.</b>	1		
058-700-18	<b>GGF Substation:</b> Smart Drive Bracket, M18, 150VCP-W500/750/1000, 15kV, 500/750/1000MVA, 1200/2000A, Closed Door, (old DUP *SR-U-SDB-15VCPW-1251-CD) Rev A, Color Code: FERN, S/N [List Price \$9,340.30]	1		
058-300-00	Cubicle Kit, 150VCP-W500/750/1000, 500/750/1000MVA, 1200/2000A, Closed Door w/Sight Glass (old *SR-U-BC-15VCPW-1251-CD) Rev A, Color Code: FERN [List Price \$348.45]	10		
267-700-18	<b>South Street Substation:</b> Smart Drive Bracket, Square D V5D, 15kV, 500/750/1000MVA, 1200 2000/3000A (old *SR-U-SDB-15V5-1351) Rev A, Color Code: <u>SHIRAZ</u> , S/N [List Price \$9,340.30]	1		
267-300-00	Cubicle Kit, Square D V5D, 15kV, 500/750/1000MVA, 1200/2000/3000A (old *SR-U-BC-15V5-1351) Rev A, Color Code: <u>SHIRAZ</u> [List Price \$154.10]	5		
267-700-18	<b>Geneva Business Park # 1 Substation</b> Smart Drive Bracket, Square D V5D, 15kV, 500/750/1000MVA, 1200/2000/3000A (old *SR-U-SDB-15V5-1351) Rev A, Color Code: <u>SHIRAZ</u> , S/N [List Price \$9,340.30]	1		
267-300-00	Cubicle Kit, Square D V5D, 15kV, 500/750/1000MVA, 1200/2000/3000A (old *SR-U-BC-15V5-1351) Rev A, Color Code: <u>SHIRAZ</u> [List Price \$154.10]	7		
Please see attached Terms & Conditions			Total	

## Remote Solutions, LLC

2475 N Jackrabbit Ave  
Tucson, AZ 85745  
Phone: 520-628-4378  
Safe-T-Rack.com

## Quote

Date	Quote #
12/8/2025	2667WSCO

*Safe-T-Rack ... Because Distance is the Best Arc Flash Protection*

Name / Address		Ship To		
Wesco Distribution Inc. PO Box 122038 Lithia Spgs, GA 30122		TBD		
Item	Description	Qty	Rate	Total
267-700-18	<b>Geneva Business Park # 2 Substation</b> Smart Drive Bracket, Square D V5D, 15kV, 500/750/1000MVA, 1200/2000/3000A (old *SR-U-SDB-15V5-1351) Rev A, Color Code: SHIRAZ, S/N [List Price \$9,340.30]	1		
267-300-00	Cubicle Kit, Square D V5D, 15kV, 500/750/1000MVA, 1200/2000/3000A (old *SR-U-BC-15V5-1351) Rev A, Color Code: SHIRAZ [List Price \$154.10]	9		
056-700-18	<b>Western Ave Substation:</b> Smart Drive Bracket, M18, FPE DST-2/DST-VR OEM, 15kV, 1200/2000A, No Mod, Rev A (36" Cubicle) w/ spanner bar, Color Code: WINE, S/N [List Price \$23,693.45]	1		
056-300-50	Cubicle Kit, FPE DST-2/DST-VR OEM, 15kV, 1200/2000A, No Mod, Color Code: WINE [50 stickers] [List Price \$22.99]	1		
212-700-18	<b>ESD Substation: (North)</b> Smart Drive Bracket, M18, Non-Automated, Westinghouse 75/150DHP500/750/1000, 500/750/1000MVA, 7.5/15kV, 1200/2000/3000A, Open Door (old *SR-U-SDB-15DHP-1351-NA-OD/257-700-10) Rev A, Color Code: BARBERA S/N, with Spanner Bar, S/N [List Price \$15,081.10]	1		
212-300-50	Cubicle Kit, Non-Automated, Westinghouse 75/150DHP500/750/1000, 500/750/1000MVA, 7.5/15kV, 1200/2000/3000A, Open Door (old 257-310-00) Rev A, Color Code: BARBERA [50 pack] [List Price \$22.99]	1		
212-700-18	<b>ESD Substation: (South)</b> Smart Drive Bracket, M18, Non-Automated, Westinghouse 75/150DHP500/750/1000, 500/750/1000MVA, 7.5/15kV, 1200/2000/3000A, Open Door (old *SR-U-SDB-15DHP-1351-NA-OD/257-700-10) Rev A, Color Code: BARBERA S/N, with Spanner Bar, S/N [List Price \$15,081.10]	1		
Please see attached Terms & Conditions				<b>Total</b>

## Remote Solutions, LLC

2475 N Jackrabbit Ave  
Tucson, AZ 85745  
Phone: 520-628-4378  
Safe-T-Rack.com

## Quote

Date	Quote #
12/8/2025	2667WSCO

*Safe-T-Rack ... Because Distance is the Best Arc Flash Protection*

Name / Address		Ship To		
Wesco Distribution Inc. PO Box 122038 Lithia Spgs. GA 30122		TBD		
Item	Description	Qty	Rate	Total
212-300-50	Cubicle Kit, Non-Automated. Westinghouse 75/150DHP500/750/1000, 500/750/1000MVA. 7.5/15kV. 1200/2000/3000A. Open Door (old 257-310-00) Rev A, Color Code: BARBERA [50 pack] [List Price \$22.99]			
	<b>Peyton Substation:</b>			
028-700-18	Smart Drive Bracket. M18. Powervac VB. 15kV. 500/750/1000MVA, 1200/2000/3000A. Rev A Color Code: NAVY. S/N [List Price \$9,340.30]	1		
028-300-00	Cubicle Kit, Powervac VB. 15kV. 500/750/1000MVA, 1200 2000/3000A (old *SR-U-BC-15VB-1351) Rev A. Color Code: NAVY [List Price \$348.45]	5		
	<b>Delnor Substation:</b>			
028-700-18	Smart Drive Bracket. M18. Powervac VB. 15kV. 500/750/1000MVA, 1200/2000/3000A. Rev A Color Code: NAVY. S/N [List Price \$9,340.30]	1		
028-300-00	Cubicle Kit, Powervac VB, 15kV. 500/750/1000MVA. 1200 2000/3000A (old *SR-U-BC-15VB-1351) Rev A. Color Code: NAVY [List Price \$348.45]	5		
Availability	Availability for the above items is Stock - 8 weeks ARO based on supplier availability of materials at the time of order			
	Optional: Factory installation support via teleconference.			
EXTENDED WARRANTY	Extended Warranty, 3 Year [Add \$14,770.78]			
950-100-00	Power Supply Adaptor, AC to DC for SRU Motor Drive Unit. With Power Cord Rev A, S/N			
Please see attached Terms & Conditions			<b>Total</b>	



**STR® - Safe-T-Rack  
Terms and Conditions**

*Safe-T-Rack® ... Because Distance is the Best Arc Flash Protection*

**A. Estimate Options for Integration, Commissioning and Training (Required)**

- A.1. Remote Solutions, LLC will quote the labor to integrate and commission the STR® Remote Racking System based on the normal standard time necessary to perform the work with full unimpeded access to the switchgear and circuit breakers. Time in excess of this proposal due to delays (e.g. unavailability of switchgear at site, LOTO clearance conflicts, site specific infection control procedures) beyond the control of Remote Solutions, LLC will be billed as necessary per the attached rate sheet for labor, along with additional travel and living expenses per actual.
- A.2. Integration and commissioning price estimate for budgeting purposes only. Plant required scheduled integration dates and other requirements may change the manpower and resources loading.
- A.3. Remote Solutions, LLC does not hold a membership to any third-party compliance and certification company. This quotation does not include Remote Solutions, LLC becoming a member of any third-party compliance company. Any expenses associated with a requirement for Remote Solutions, LLC to become a member of a specified third-party compliance company or add additional insurance coverages in order to work on site are the responsibility of the company requesting the membership or coverage.
- A.4. All Remote Solutions, LLC service personnel are OSHA and MSHA certified.
- A.5. This quotation does not include any additional site-specific certification requirements. Any expenses associated with additional site-specific certification requirements are the responsibility of the company requesting the additional certification. The expenses include, but are not limited to, fees, man hours to obtain certification, travel labor to obtain certification, travel expenses to obtain certification.
- A.6. If when on-site Remote Solutions, LLC service personnel find that customer equipment is different from that described by customer, or if access to all customer equipment was not provided during a site survey conducted by Remote Solutions, LLC or its representative, a change order for different product, additional product or restocking fees may be required in order to complete installation.
- A.7. All service personnel at Remote Solutions, LLC follow the Drug Free Workplace Policy. This quotation does not include any additional site-specific drug testing requirements. Any expenses associated with obtaining site specific drug testing are the responsibility of the company requesting the additional drug testing. The expenses include, but are not limited to, fees, man hours to obtain certification, travel labor to obtain certification, travel expenses to obtain certification.
- A.8. Remote Solutions requires at least four (4) weeks advance notice prior to deploying for all field services. Failure to provide four (4) weeks advance notice may result in additional charges and expediting fees.
- A.9. Due to concerns for employee safety during the current pandemic, travel from, through or to areas with high infection rates and community spread may be limited or prohibited by Remote Solutions, LLC policy. Every effort will be made to provide cost effective services to critical and essential customers at the time agreed to, however additional costs and personnel may have to be added to field service estimates, or the service may have to be rescheduled to ensure employee and public safety during travel and service days. (I.E., driving to an area may limit the exposure received vs. flying through areas with high infection rates.) Customers will be notified prior to the service and as soon as possible if additional costs will significantly impact the estimate provided.

**REMOTE SOLUTIONS, LLC**

2475 N. Jackrabbit Avenue • Tucson, AZ 85745 • (520) 628-4378 • FAX (520) 628-4568 • [www.Safe-T-Rack.com](http://www.Safe-T-Rack.com)



Safe-T-Rack® ... Because Distance is the Best Arc Flash Protection

## B. Product Details – Safe-T-Rack (STR®)

- B.1. STR® SRU products are designed as a true door closed remote racking system where possible. For breakers designed by the OEM as open door racking only, STR® SRU products are designed to remotely rack at a minimum distance of 50' - 150'.
- B.2. STR® SRU products recognized as a leader in the remote racking industry with the award of U.S. Patent No. 7,825,344 and Canadian Patent No. 2,636,777.
- B.3. Utilizes STR® Selectable-Automatic-Breaker-Travel Technology (SABT™).
- B.4. STR® supports original equipment racking design, therefore, control logic or interlock modifications are not required.
- B.5. STR® features include HMI automation, torque speed monitoring, failsafe operation, SABT™ technology and field-expandable breaker racking software.
- B.6. Certain applications include automated operation of circuit breakers interlock during racking.
- B.7. NFPA and OSHA Compliant, ANSI Tested.
- B.8. STR® Certified Integration, Commissioning and Training.
- B.9. For additional product information, visit our website at: [www.Safe-T-Rack.com](http://www.Safe-T-Rack.com).

## C. Terms and Conditions

- C.1. Prices based on listed quantities and valid for sixty (60) days.
- C.2. New design part numbers are subject to change based on the description of the item.
- C.3. Pricing is excluding applicable taxes which will be added to invoice as required.
- C.4. Purchase terms are OAC (On Approved Credit), net 30 days from date of invoice. If an order Exceeds \$100,000 USD and delivery of the goods is scheduled beyond 60 days, progress payments will be required per the following schedule:
  - Progress Payment 1: 25% invoiced upon receipt of purchase order, invoice terms net 30 days.
  - Progress Payment 2: 25% invoiced 30 days after receipt of purchase order, invoice terms net 30 days.
  - Progress Payment 3: 50% invoiced upon shipment, due net 30 days from date of shipment.
 Quote per Remote Solutions LLC Safe-T-Rack Remote Racking Systems Terms and Conditions (copy available upon request).
- C.5. Credit card purchases will incur an additional 4% processing fee.
- C.6. FOB: Factory
- C.7. Freight terms: Collect or prepaid and added to invoice
- C.8. Warranty: 2 Years Parts and Labor for product shipped to the factory for warranty evaluation. No other warranty stated or implied. Warranty may be void if cubicle racking systems are not installed by an authorized STR® installer and if not maintained and properly serviced at least every two (2) years by a qualified switchgear service technician. Misuse, improper storage, and/or handling not covered by the STR® product warranty. Product sales, services, and repair must be provided through a STR® authorized dealer.
- C.9. In addition to those listed above, the terms and conditions of individual Agreed Upon Reseller Terms and Conditions apply to all purchases if applicable.

Thank you for taking this quotation into consideration. We appreciate the request and your trusting Remote Solutions, LLC with your remote racking needs to ensure the safety of switchgear personnel. If you should have any questions or concerns, please feel free to call.

**REMOTE SOLUTIONS, LLC**

2475 N. Jackrabbit Avenue • Tucson, AZ 85745 • (520) 628-4378 • FAX (520) 628-4568 • [www.Safe-T-Rack.com](http://www.Safe-T-Rack.com)



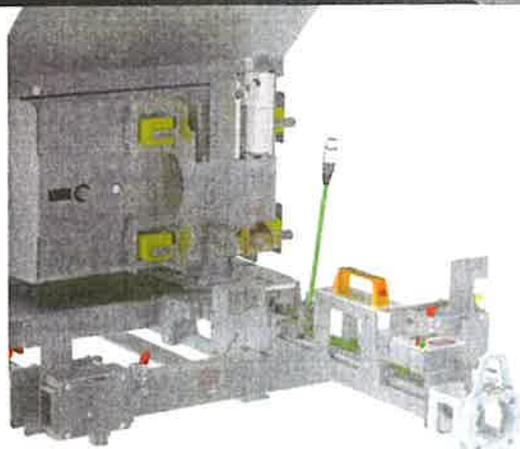


# Operation Manual



## SR-U

## 056-700-XX

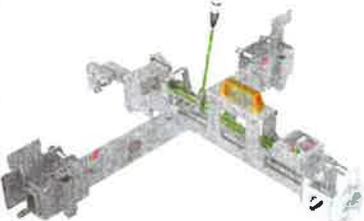


### Federal Pacific

**DST2**

**15kV**

**1200/2000A**

Part/Image	Description
	Bracket (SDB) with the Spanner Bar. The Interlock Manipulator is not shown.
	Portable Kit includes: One Motor Drive Unit (MDU), one 50' communication cable, two batteries with charger, and one SR-U Handheld Device.

Our products are built to spec in our 23,000 sq ft., state-of-the-art facility by our team of designers and engineers in Tucson, Arizona. Each product is custom designed to individually fit each breaker, cubical door, switch gear, or variant so you know you're getting the safest, most reliable product on the market. We built the best so your team stays safe.

Because Distance is the Best Arc Flash Protection



### REMOTE SOLUTIONS, LLC

2475 N. Jackrabbit Avenue • Tucson, AZ 85745 • (520) 628-4378 • FAX (520) 628-4568 • Safe-T-Rack.com



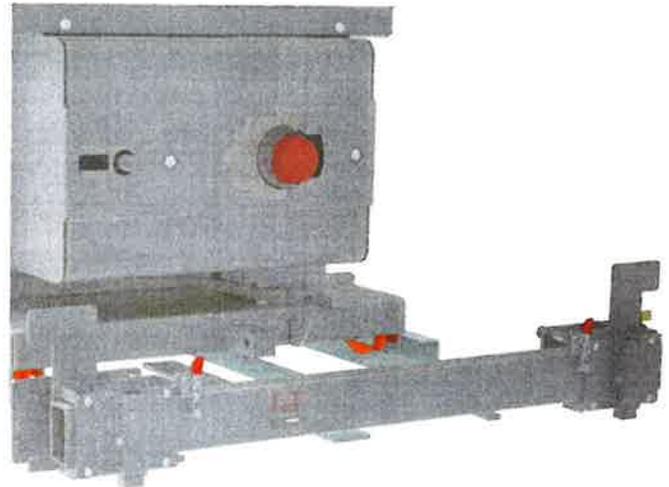
Always observe all safety precautions and use all personal protective equipment (PPE) as required by Local Site Procedures. This equipment is designed to minimize exposure risk to the operator.

## Operation Manual

### The Spanner Bar

#### Sequence Process

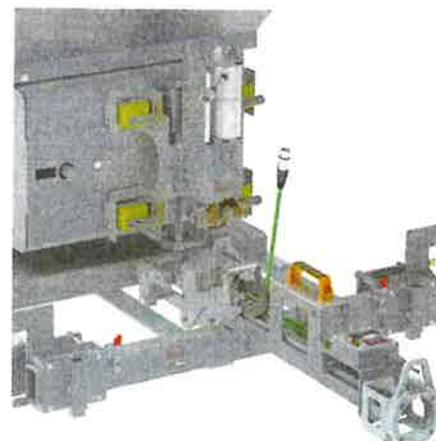
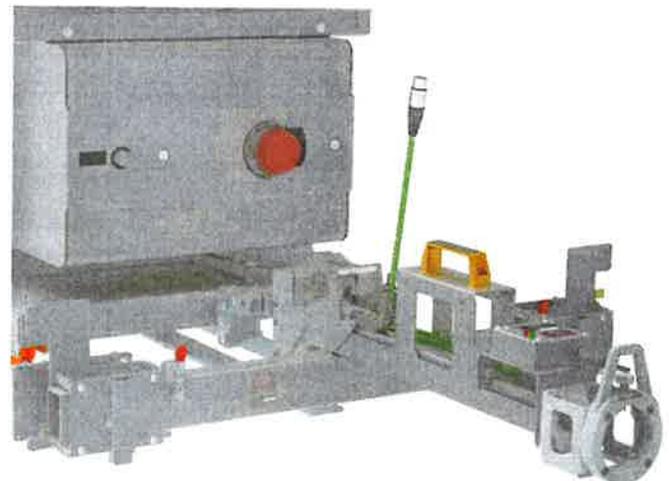
1. Adjust Spanner Bar to fit cubicle opening.
2. Secure Spanner Bar latches.



### Smart Drive Bracket Mount

#### Sequence Process

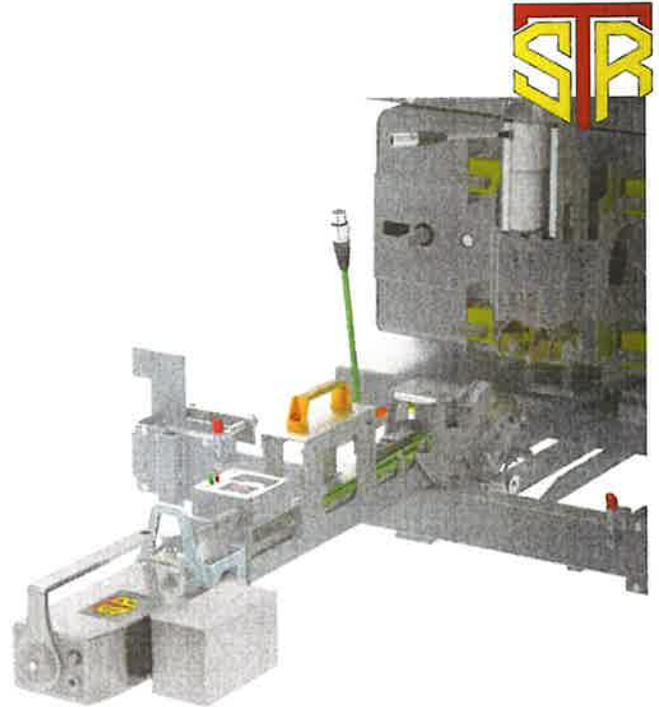
1. Hook the SDB thrust assembly to the hitch block of the breaker.
2. Rest the SDB on top of the Spanner Bar ensuring it is perpendicular to the face of the breaker.
3. Attach the Interlock manipulator to the Hitch block with the lower pin.
4. Lock the four magnets to the face of the breaker.
5. Connect the two XLR connectors between the Interlock Manipulator and the SDB.



# Motor Drive Unit Mount

## Sequence Process

1. Attach a fully charged battery to the MDU.
2. Set the locking pin to the open position.
3. Insert the MDU through the mounting rings.
4. Align and engage the MDU with the hex shaft and the ring dogs.
5. Release the locking pin, securing the MDU in place.
6. Connect the SDB Automation Cable to the MDU.



# Handheld Device

## Sequence Process

1. Connect the Handheld Control Device with the 50' Comm. Cable. NOTE: Up to 3 cables may be joined for added distance.
2. Move a safe distance from the breaker.
3. Twist the E-Stop switch to activate the system.
4. Follow on screen prompts to perform the racking procedure.





## Error Recovery

When racking in/out, if an obstruction or mechanism failure occurs, the system will attempt to recover the breaker to a safe position. Actions will be displayed with an asterisk (\*) in front of them. When done, the position of the breaker will be displayed as determined by the recovery. Note the location and approach with caution. Determine the cause of the failure and remedy the situation prior to attempting additional remote racking.

**NOTE:** Attempting to stop or shutting down the system mid-process once it has started is not recommended, as this will leave the breaker in an unknown position. The Remote Racking System will only operate from "known" positions.

## Care/Maintenance

To ensure longevity from the Portable Kit and the Smart Drive Bracket, store the tools in the provided polymer case in a dry, temperate environment. The tools are weather resistant but should be used with care in rain and snow.

For any questions, concerns, information, or missing/replacement parts, contact Remote Solutions below or follow the QR link to our website.

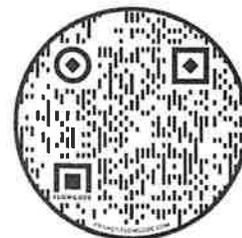
Remote Solutions reserves the right to change or update the product or information without prior notice.

### Remote Solutions, LLC

2475 N. Jackrabbit Avenue  
Tucson, AZ 85745  
(520) 628-4378  
sales@safe-t-rack.com  
www.safe-t-rack.com

**⚠ WARNING**

This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).



# REMOTE RACKING SYSTEM

SPECIFICALLY DESIGNED FOR:

# SR SAFE-T-RACK

by Remote Solutions LLC

Because Distance is the Best Arc Flash Protection

**BREAKER:** V5D

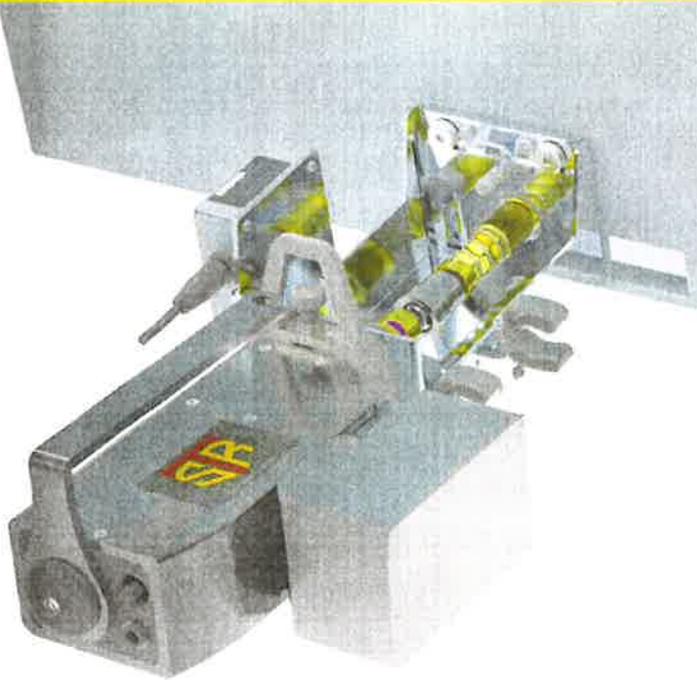
**MANUFACTURER:** Square D, Schneider

**VOLTAGE:** 15kV

**CURRENT:** 1200A-3000A

**SHIRAZ**

**267**



- **LIGHTWEIGHT AND PORTABLE**
- **EASY-TO-USE HANDHELD CONTROLLER**
- **STANDARD 50' CABLE (WITH OPTIONAL EXTENSIONS) ASSURES SAFE DISTANCE FROM BREAKER DURING RACKING SEQUENCE**
- **ERROR RECOVERY & EMERGENCY STOP CAPABILITY**
- **PRE-INSTALLED CUBICLE KIT ENSURES PROPER PLACEMENT WITH EVERY USE**

## PARTS & ACCESSORIES

Smart Drive Bracket,  
Tool Adapter Assembly, Motor Drive Unit,  
Handheld Controller,  
and 50' Communications Cable

All of our products are designed, built to spec, and shipped from our state-of-the-art facility in Tucson, Arizona. Each product is created and tested by our knowledgeable team of designers and engineers to fit each individual breaker, cubicle door, switchgear, or variant. When you choose Safe-T-Rack, you're getting the safest, most reliable product on the market.

**OUR TEAM GOES TO WORK EVERY DAY  
TO MAKE SURE YOUR TEAM  
COMES HOME SAFE.**



### REMOTE SOLUTIONS, LLC

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# OPERATION MANUAL

**BREAKER:** V5D

**MANUFACTURER:** Square D. Schneider

**VOLTAGE:** 15kV

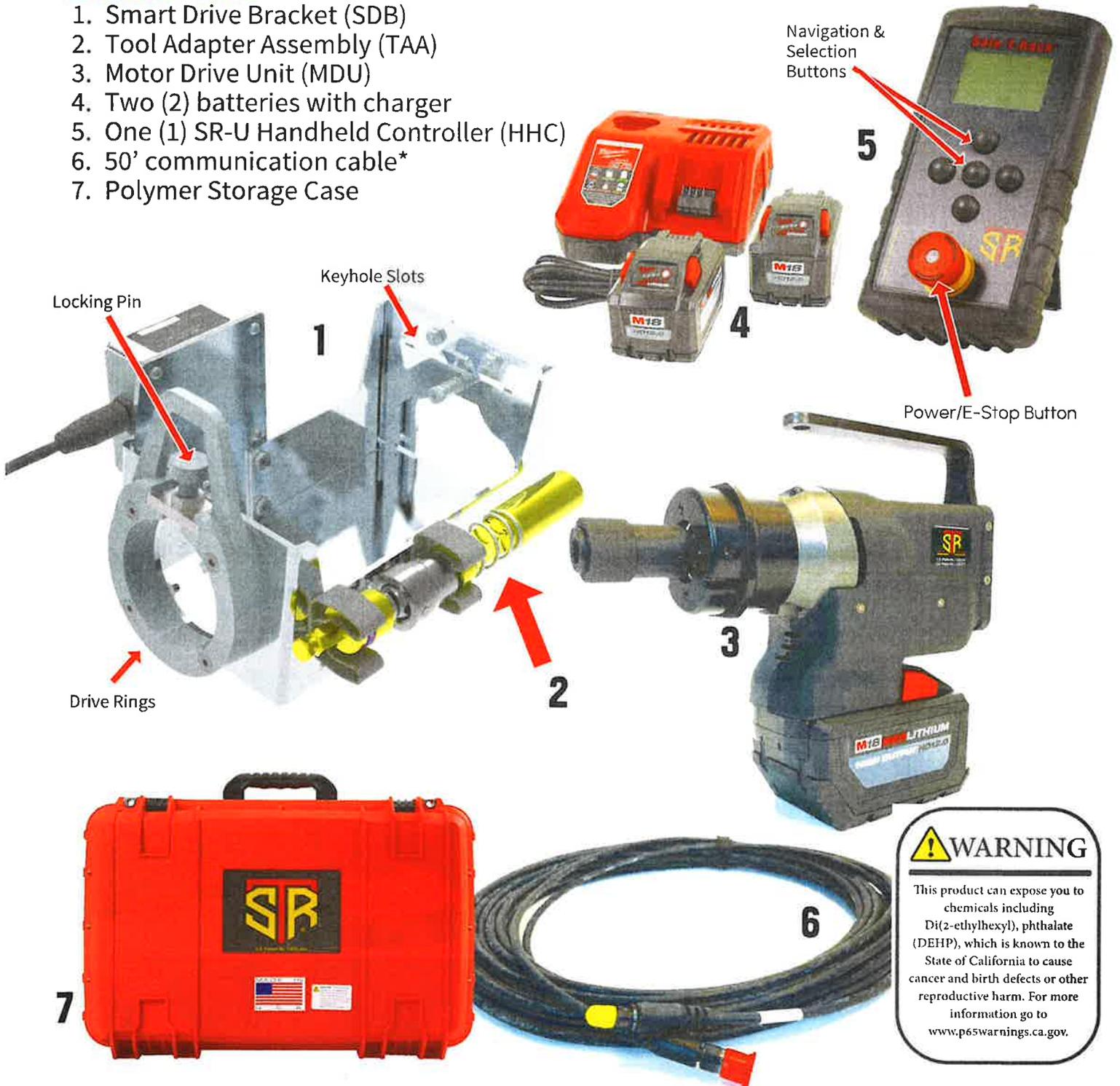
**CURRENT:** 1200A-3000A

## SAFETY FIRST

Always observe safety precautions and use personal protective equipment (PPE) as required by local site procedures. This equipment is designed to further minimize exposure risk to the operator.

## PARTS LIST

1. Smart Drive Bracket (SDB)
2. Tool Adapter Assembly (TAA)
3. Motor Drive Unit (MDU)
4. Two (2) batteries with charger
5. One (1) SR-U Handheld Controller (HHC)
6. 50' communication cable\*
7. Polymer Storage Case



**⚠️ WARNING**

This product can expose you to chemicals including Di(2-ethylhexyl), phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).

## SETUP SEQUENCE

### SMART DRIVE BRACKET (SDB)

1. Ensure that cubicle, Smart Drive Bracket (SDB) are both labeled with the SHIRAZ color code.
2. Suspend SDB from cubicle kit using installed shoulder nuts. SDB will suspend securely from keyhole slots.



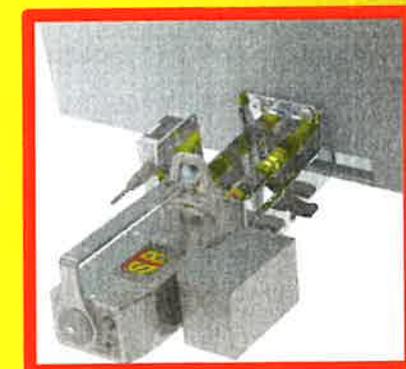
**SDB SUSPENDED FROM CUBICLE  
USING CUBICLE KIT SHOULDER NUTS**

### MOTOR DRIVE UNIT (MDU) & TOOL ADAPTER ASSEMBLY (TAA)

1. Using Quick Change Coupling, insert Tool Adapter Assembly (TAA) into Motor Drive Unit (MDU). Assure that TAA is secured before proceeding.
2. Attach fully charged battery to MDU.
3. Set the locking pin on SDB to an open position and insert MDU & attached TAA into the drive rings on SDB.
4. Align and engage the MDU and TAA with the racking shaft. Once aligned, release locking pin to hold MDU in place.
5. Connect SDB communication cable to port in MDU. Note: Red line on communication cables indicates correct alignment with port.



**MDU PROPERLY FITTED WITH TAA**



**MDU WITH ATTACHED TAA  
PROPERLY ENGAGED WITH  
DRIVE RINGS AND LOCKING PIN,  
READY FOR SDB AND HHC  
COMMUNICATION CORDS**

### HANDHELD CONTROLLER (HHC)

1. Connect 50' Communication Cable to second port in MDU.
2. Connect other end of 50' Communication Cable to Handheld Controller (HHC)\*.
3. Move a safe distance away from the breaker.



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\*Note: Multiple cables can be used to increase safe distance from breaker. Additional cables sold separately. Contact Remote Solutions LLC for more information.

## POWER ON

1. Twist the E-Stop switch on HHC to activate the system.
2. Several screens will flash as unit powers up. Once HHC has powered up, **verify correct application screen is displayed.**

## SYSTEM OPERATION

1. Follow the on-screen prompts to complete racking procedure. Navigate selections using perimeter buttons on HHC (backlit in green). “Up” and “Down” will toggle through options on screen. “Right” and “Left” will confirm selections.
2. Navigating HHC in this manner, select current location and desired destination of breaker. When selection is highlighted, click center button (backlit in red) to confirm selection. **This will initiate the racking process.**
3. System will perform action as selected, displaying progress on screen.
4. Upon successful operation, HHC will display a completed racking screen.

## POWER DOWN & STORAGE

1. Power down the unit by pressing the E-Stop button. Remove battery from MDU.
2. Unplug power cord and HHC communication cord from SDB.
3. Remove TAA from MDU and return it to storage clip on SDB.
4. Stow 50’ Communication Cable, HHC, MDU, and batteries in storage case.
5. Remove SDB from cubicle and store in provided polymer case.

## BATTERY REQUIREMENT

Note: System will ask to verify battery level. Check battery level is at 4 bars before attempting to rack. If racking multiple breakers, please verify battery level between each racking attempt.



## CARE & MAINTENANCE

To ensure longevity of the Portable Kit and SDB, store the tools in the provided polymer case in a dry, temperate environment. The tools are weather resistant but should be used with care in rain and snow.

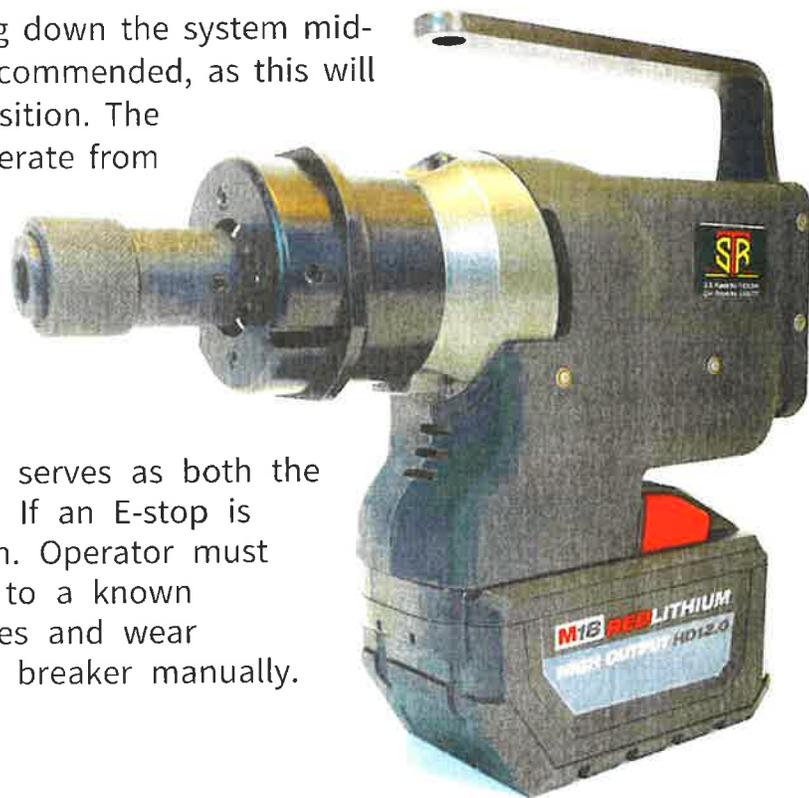
Remote Solutions reserves the right to change or update product or documentation without prior notice.

## ERROR RECOVERY

If a problem occurs, programmed recoveries will happen automatically and the system will attempt to recover the breaker to a known position.

When racking in/out, if an obstruction or mechanism failure occurs, the system will attempt to recover the breaker to a safe position. Actions will be displayed on HHC with an asterisk (\*) in front of them. When the HHC has completed recovery operations, HHC will display current expected location of the breaker. Note the expected location and approach the breaker with caution. Determine cause of the failure and remedy the situation prior to attempting additional remote racking.

NOTE: Attempting to stop or shutting down the system mid-process once it has started is not recommended, as this will leave the breaker in an unknown position. The Remote Racking System will only operate from known positions.



## EMERGENCY STOP

The red E-Stop button on the HHC serves as both the power and Emergency Stop button. If an E-stop is initiated, the system will shut down. Operator must then manually recover the breaker to a known position. Follow all safety procedures and wear appropriate PPE when recovering a breaker manually.

For any questions, concerns, information, or missing/replacement parts, contact Remote Solutions below or follow the QR link to our website.



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# REMOTE RACKING SYSTEM

SPECIFICALLY DESIGNED FOR:



174  
**SAFE-T-RACK**  
by Remote Solutions LLC

Because Distance is the Best Arc Flash Protection

**BREAKER:** VCP-W (Closed Door)

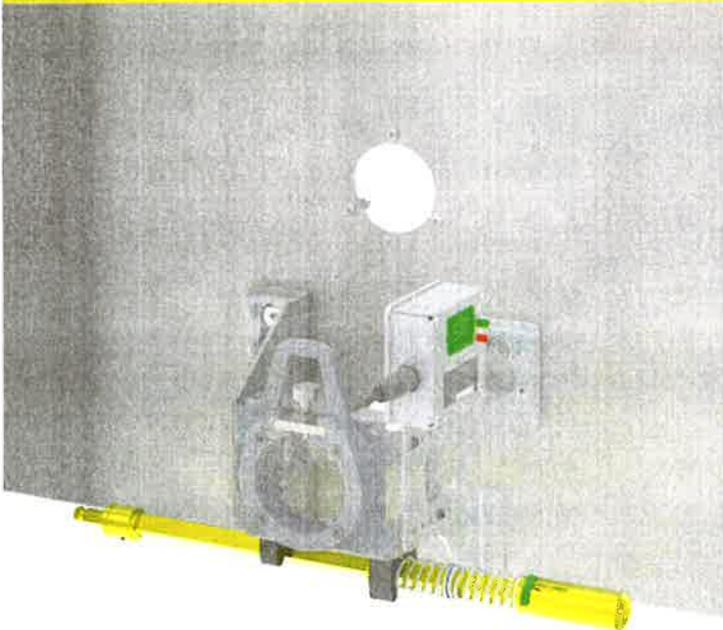
**MANUFACTURER:** Cutler-Hammer

**VOLTAGE:** 15kV

**CURRENT:** 1200A, 2000A

**FERN**

**058**



- **LIGHTWEIGHT AND PORTABLE**
- **EASY-TO-USE HANDHELD CONTROLLER**
- **STANDARD 50' CABLE (WITH OPTIONAL EXTENSIONS) ASSURES SAFE DISTANCE FROM BREAKER DURING RACKING SEQUENCE**
- **ERROR RECOVERY AND EMERGENCY STOP CAPABILITY**
- **MOUNTING HARDWARE INSTALLED ON CUBICLE FACE**

## PARTS & ACCESSORIES

Smart Drive Bracket,  
Tool Adapter Assembly, Motor Drive  
Unit, and 50' Communications Cable

All of our products are designed, built to spec, and shipped from our state-of-the-art facility in Tucson, Arizona. Each product is created and tested by our knowledgeable team of designers and engineers to fit each individual breaker, cubicle door, switchgear, or variant. When you choose Safe-T-Rack, you're getting the safest, most reliable product on the market.

**OUR TEAM GOES TO WORK EVERY DAY  
TO MAKE SURE YOUR TEAM  
COMES HOME SAFE.**



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# OPERATION MANUAL

**BREAKER:** VCPW - Closed Door  
**MANUFACTURER:** Cutler-Hammer  
**VOLTAGE:** 15kV  
**CURRENT:** 1200 Amp, 2000 Amp

## SAFETY FIRST

Always observe safety precautions and use personal protective equipment (PPE) as required by local site procedures. This equipment is designed to further minimize exposure risk to the operator.

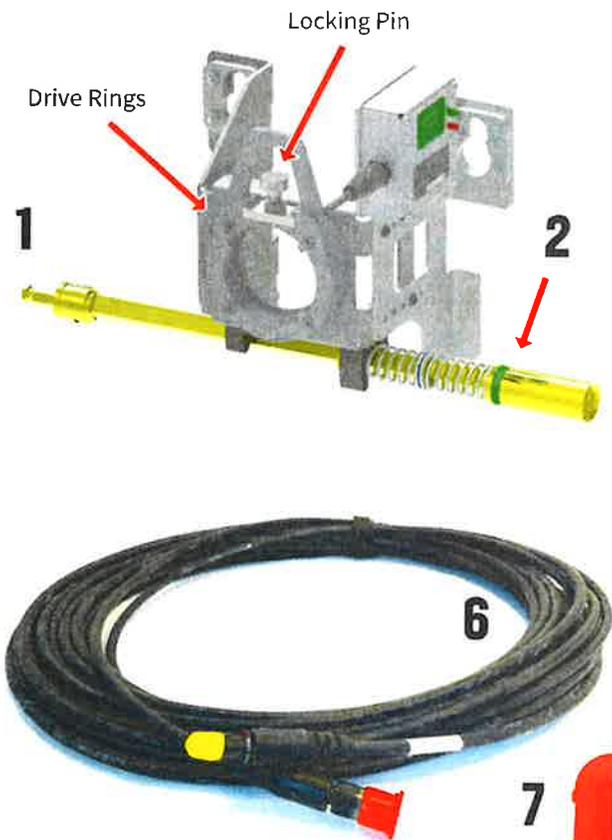
## PARTS LIST

1. Smart Drive Bracket (SDB)
2. Tool Adapter Assembly (TAA)
3. Motor Drive Unit (MDU)
4. Two (2) batteries with charger
5. One (1) SR-U Handheld Controller (HHC)
6. 50' communication cable\*
7. Polymer Storage Case



Navigation & Selection Buttons

Power/E-Stop Button



## CUBICLE KIT REQUIRED

This application requires an installed cubicle kit onto which the SDB is mounted. For questions or installation requests, contact Remote Solutions LLC.

## WARNING

This product can expose you to chemicals including Di(2-ethylhexyl), phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).

## SETUP SEQUENCE

### SMART DRIVE BRACKET (SDB)

1. Assure that cubicle is fitted with Cubicle Kit and that Smart Drive Bracket (SDB) and Cubicle are both labeled with FERN color code.
2. Hang SDB from cubicle using installed Shoulder Nuts. SDB will suspend securely from keyhole slots and drive rings will align with racking shaft.

### MOTOR DRIVE UNIT (MDU) & TOOL ADAPTER ASSEMBLY (TAA)

1. Using Quick Change Coupling, insert Tool Adapter Assembly (TAA) into Motor Drive Unit (MDU) and release collar. Assure that TAA is secured before proceeding.
2. Attach fully charged battery to MDU.
3. Set the locking pin on SDB to an open position and insert MDU & attached TAA into the drive rings on SDB.
4. Align and engage the MDU with the racking shaft. Once aligned, release locking pin to hold MDU in place. Assure that MDU is secured before proceeding.
5. Connect SDB communication cable to port in MDU. Note: red line on communication cables indicates correct alignment with port.

### HANDHELD CONTROLLER (HHC)

1. Connect 50' Communication Cable to second port in MDU.
2. Connect other end of 50' Communication Cable to Handheld Controller (HHC)\*.
3. Move a safe distance away from the breaker.

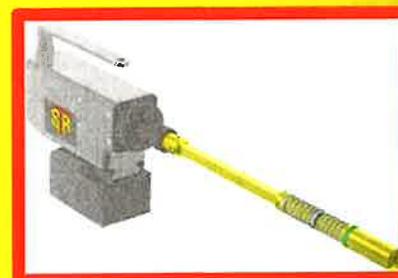


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**SDB SECURED TO BREAKER USING CUBICLE KIT SHOULDER NUTS**



**MDU WITH ATTACHED TAA**



**MDU AND TAA ENGAGED WITH RACKING PORT AND LOCKED INTO DRIVE RINGS, READY FOR COMMUNICATION CORDS FROM SDB AND HHC**

\*Note: Multiple cables can be used to increase safe distance from breaker. Additional cables sold separately. Contact Remote Solutions LLC for more information.

## POWER ON

1. Twist the E-Stop switch on HHC to activate the system.
2. Several screens will flash as unit powers up. Once HHC has powered up, **verify correct application screen is displayed.**

## BATTERY REQUIREMENT

Note: System will ask to verify battery level. Check battery level is at 4 bars before attempting to rack. If racking multiple breakers, please verify battery level between each racking attempt.

## SYSTEM OPERATION

1. Follow the on-screen prompts to complete racking procedure. Navigate selections using perimeter buttons on HHC (backlit in green). “Right” and “Left” will advance through the menu “Up” and “Down” will toggle through options on screen. .
2. Navigating HHC in this manner, select current location and desired destination of breaker. When selection is highlighted, click center button (backlit in red) to confirm selection. **This will initiate the racking process.**
3. System will perform action as selected, displaying progress on screen.
4. Upon successful operation, HHC will display a completed racking screen.



## POWER DOWN & STORAGE

1. Power down the unit by pressing the E-Stop button. Remove battery from MDU.
2. Unplug power cord and HHC communication cord from SDB.
3. Stow 50' Communication Cable, HHC, MDU, and batteries in storage case.
4. Remove TAA from MDU and return TAA to SDB Storage clip.
5. Remove SDB from cubicle and store in provided polymer case.

## CARE & MAINTENANCE

To ensure longevity of the Portable Kit and SDB, store the tools in the provided polymer case in a dry, temperate environment. The tools are weather resistant but should be used with care in rain and snow.

Remote Solutions reserves the right to change or update product or documentation without prior notice.

## ERROR RECOVERY

If a problem occurs, programmed recoveries will happen automatically and the system will attempt to recover the breaker to a known position.

When racking in/out, if an obstruction or mechanism failure occurs, the system will attempt to recover the breaker to a safe position. Actions will be displayed on HHC with an asterisk (\*) in front of them. When the HHC has completed recovery operations, HHC will display current expected location of the breaker. Note the expected location and approach the breaker with caution. Determine cause of the failure and remedy the situation prior to attempting additional remote racking.

NOTE: Attempting to stop or shutting down the system mid-process once it has started is not recommended, as this will leave the breaker in an unknown position. The Remote Racking System will only operate from known positions.



## EMERGENCY STOP

The red E-Stop button on the HHC serves as both the power and Emergency Stop button. If an E-stop is initiated, the system will shut down. Operator must then manually recover the breaker to a known position. Follow all safety procedures and wear appropriate PPE when recovering a breaker manually.

For any questions, concerns, information, or missing/replacement parts, contact Remote Solutions below or follow the QR link to our website.



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# OPERATION MANUAL

**BREAKER:** Powervac VB  
**MANUFACTURER:** General Electric  
**VOLTAGE:** 15kV  
**CURRENT:** 1200A, 3000A

## SAFETY FIRST

Always observe safety precautions and use personal protective equipment (PPE) as required by local site procedures. This equipment is designed to further minimize exposure risk to the operator.

## PARTS LIST

1. Smart Drive Bracket (SDB)
2. Tool Adapter Assembly (TAA)
3. Motor Drive Unit (MDU)
4. Two (2) batteries with charger
5. One (1) SR-U Handheld Controller (HHC)
6. 50' Communication Cable\*
7. Polymer Storage Case



## CUBICLE KIT REQUIRED

This application requires an installed cubicle kit onto which the SDB is mounted. For questions or installation requests, contact Remote Solutions LLC.

### ! WARNING

This product can expose you to chemicals including Di(2-ethylhexyl), phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).

# REMOTE RACKING SYSTEM

SPECIFICALLY DESIGNED FOR:

**BREAKER:** Powervac VB

**MANUFACTURER:** General Electric

**VOLTAGE:** 15kV

**CURRENT:** 1200A, 3000A



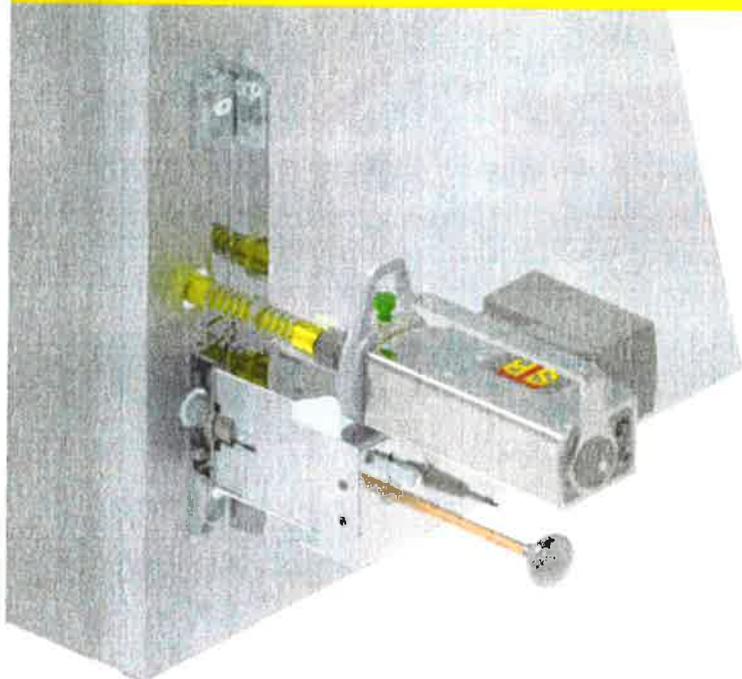
# SAFE-T-RACK

by Remote Solutions LLC

Because Distance is the Best Arc Flash Protection

**NAVY**

**028**



- **LIGHTWEIGHT AND PORTABLE**
- **EASY-TO-USE HANDHELD CONTROLLER**
- **STANDARD 50' CABLE (WITH OPTIONAL EXTENSIONS) ASSURES SAFE DISTANCE FROM BREAKER DURING RACKING SEQUENCE**
- **ERROR RECOVERY & EMERGENCY STOP CAPABILITY**
- **MOUNTING HARDWARE INSTALLED ON CUBICLE FACE**

## PARTS & ACCESSORIES

Smart Drive Bracket,  
Tool Adapter Assembly, Motor Drive  
Unit, Handheld Controller,  
and 50' Communications Cable

All of our products are designed, built to spec, and shipped from our state-of-the-art facility in Tucson, Arizona. Each product is created and tested by our knowledgeable team of designers and engineers to fit each individual breaker, cubicle door, switchgear, or variant. When you choose Safe-T-Rack, you're getting the safest, most reliable product on the market.

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## POWER ON

1. Twist the E-Stop switch on HHC to activate the system.
2. Several screens will flash as unit powers up. Once HHC has powered up, **verify correct application screen is displayed.**

## SYSTEM OPERATION

1. Follow the on-screen prompts to complete racking procedure. Navigate selections using perimeter buttons on HHC (backlit in green). “Up” and “Down” will toggle through options on screen. “Right” and “Left” will confirm selections.
2. Navigating HHC in this manner, select current location and desired destination of breaker. When selection is highlighted, click center button (backlit in red) to confirm selection. **This will initiate the racking process.**
3. System will perform action as selected, displaying progress on screen.
4. Upon successful operation, HHC will display a completed racking screen.

## POWER DOWN & STORAGE

1. Power down the unit by pressing the E-Stop button. Remove battery from MDU.
2. Unplug power cord and HHC communication cord from SDB.
3. Remove TAA from MDU and store in storage clip of SDB.
4. Stow 50' Communication Cable, HHC, MDU, and batteries in storage case.
5. Release plunger from interlock, retracting it away from breaker. Remove SDB from cubicle and store in provided polymer case.

### BATTERY REQUIREMENT

Note: System will ask to verify battery level. Check battery level is at 4 bars before attempting to rack. If racking multiple breakers, please verify battery level between each racking attempt.



## CARE & MAINTENANCE

To ensure longevity of the Portable Kit and SDB, store the tools in the provided polymer case in a dry, temperate environment. The tools are weather resistant but should be used with care in rain and snow.

Remote Solutions reserves the right to change or update product or documentation without prior notice.

## SETUP SEQUENCE

### SMART DRIVE BRACKET (SDB)

1. Assure that cubicle is fitted with Cubicle Kit and that Smart Drive Bracket (SDB) and Cubicle are both labeled with NAVY color code.
2. Hang SDB from cubicle using installed Shoulder Nuts. SDB will suspend securely from keyhole slots.
3. Depress plunger to hold interlock back and expose racking shaft.

### MOTOR DRIVE UNIT (MDU) & UNIVERSAL TOOL ADAPTER ASSEMBLY (UTAA)

1. Using Quick Change Coupling, insert Tool Adapter Assembly (TAA) into Motor Drive Unit (MDU). Assure that TAA is secured before proceeding.
2. Attach fully charged battery to MDU.
3. Set the locking pin on SDB to an open position and insert MDU & attached TAA into the drive rings on SDB.
4. Align and engage the MDU with the racking shaft. Once aligned, release locking pin to hold MDU in place. Confirm that MDU is secured before proceeding.
5. Connect SDB communication cable to port in MDU. Note: Red line on communication cables indicates correct alignment with port.

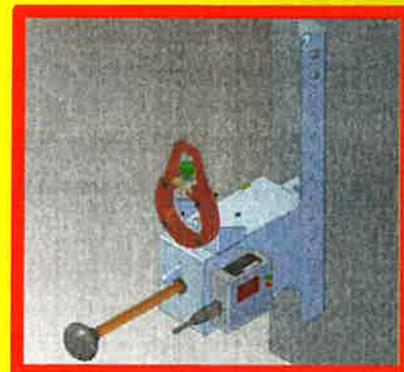
### HANDHELD CONTROLLER (HHC)

1. Connect 50' Communication Cable to second port in MDU.
2. Connect other end of 50' Communication Cable to Handheld Controller (HHC)\*.
3. Move a safe distance away from the breaker.



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**SDB SUSPENDED FROM BREAKER**



**MDU WITH ATTACHED TAA**



**MDU WITH ATTACHED UTAA  
 PROPERLY ENGAGED WITH  
 DRIVE RINGS AND LOCKING PIN,  
 READY FOR SDB AND HHC  
 COMMUNICATION CORDS**

\*Note: Multiple cables can be used to increase safe distance from breaker. Additional cables sold separately. Contact Remote Solutions LLC for more information.

## ERROR RECOVERY

If a problem occurs, programmed recoveries will happen automatically and the system will attempt to recover the breaker to a known position.

When racking in/out, if an obstruction or mechanism failure occurs, the system will attempt to recover the breaker to a safe position. Actions will be displayed on HHC with an asterisk (\*) in front of them. When the HHC has completed recovery operations, HHC will display current expected location of the breaker. Note the expected location and approach the breaker with caution. Determine cause of the failure and remedy the situation prior to attempting additional remote racking.

NOTE: Attempting to stop or shutting down the system mid-process once it has started is not recommended, as this will leave the breaker in an unknown position. The Remote Racking System will only operate from known positions.



## EMERGENCY STOP

The red E-Stop button on the HHC serves as both the power and Emergency Stop button. If an E-stop is initiated, the system will shut down. Operator must then manually recover the breaker to a known position. Follow all safety procedures and wear appropriate PPE when recovering a breaker manually.

For any questions, concerns, information, or missing/replacement parts, contact Remote Solutions below or follow the QR link to our website.



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# REMOTE RACKING SYSTEM

SPECIFICALLY DESIGNED FOR:



186  
**SAFE-T-RACK**  
by Remote Solutions LLC

Because Distance is the Best Arc Flash Protection

**BREAKER:** DHP/DHP-VR

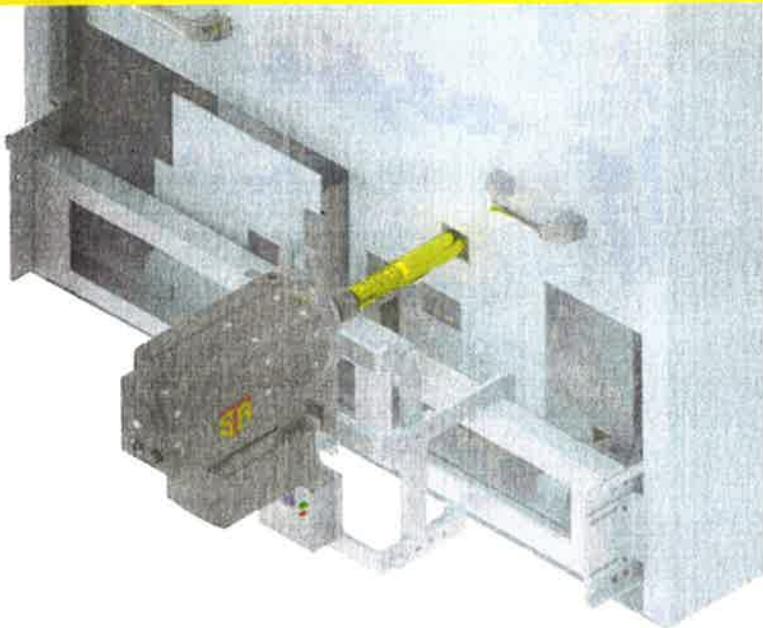
**MANUFACTURER:** Westinghouse, Cutler-Hammer

**VOLTAGE:** 15kV

**CURRENT:** 1200A, 3000A

**BARBERA**

**212**



- **LIGHTWEIGHT AND PORTABLE**
- **EASY-TO-USE HANDHELD CONTROLLER**
- **STANDARD 50' CABLE (WITH OPTIONAL EXTENSIONS) ASSURES SAFE DISTANCE FROM BREAKER DURING RACKING SEQUENCE**
- **ERROR RECOVERY & EMERGENCY STOP CAPABILITY**
- **NO-MOD DESIGN MEANS NO PERMANENT ALTERATIONS TO EQUIPMENT OR BREAKER**

## PARTS & ACCESSORIES

Smart Drive Bracket,  
Tool Adapter Assembly, Motor Drive Unit,  
Handheld Controller,  
and 50' Communications Cable

All of our products are designed, built to spec, and shipped from our state-of-the-art facility in Tucson, Arizona. Each product is created and tested by our knowledgeable team of designers and engineers to fit each individual breaker, cubicle door, switchgear, or variant. When you choose Safe-T-Rack, you're getting the safest, most reliable product on the market.

**OUR TEAM GOES TO WORK EVERY DAY  
TO MAKE SURE YOUR TEAM  
COMES HOME SAFE.**



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# OPERATION MANUAL

**BREAKER:** DHP/DHP-VR

**MANUFACTURER:** Westinghouse, Cutler-Hammer

**VOLTAGE:** 15kV

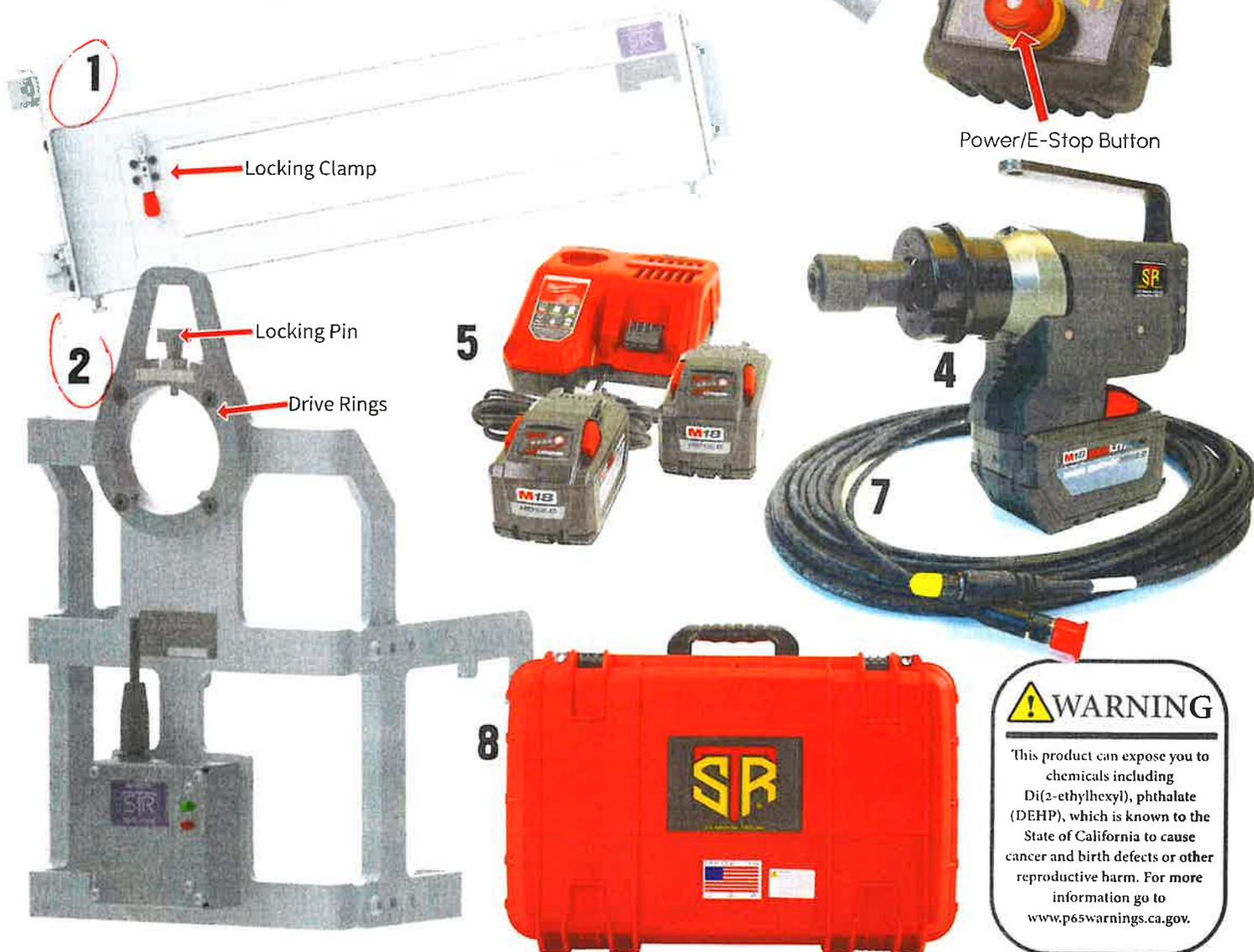
**CURRENT:** 1200A, 3000A

## SAFETY FIRST

Always observe safety precautions and use personal protective equipment (PPE) as required by local site procedures. This equipment is designed to further minimize exposure risk to the operator.

## PARTS LIST

1. Spanner Bar
2. Smart Drive Bracket (SDB)
3. Tool Adapter Assembly (TAA)
4. Motor Drive Unit (MDU)
5. Two (2) batteries with charger
6. One (1) SR-U Handheld Controller (HHC)
7. 50' Communication Cable\*
8. Polymer Storage Case



**⚠️ WARNING**

This product can expose you to chemicals including Di(2-ethylhexyl) phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).

## SETUP SEQUENCE

### SMART DRIVE BRACKET (SDB) & SPANNER BAR

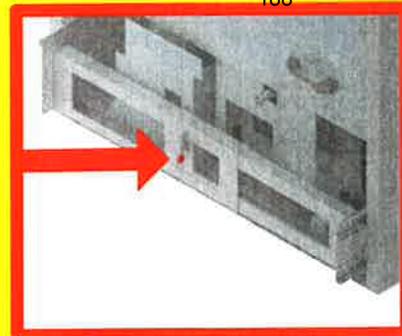
1. Assure that cubicle, Spanner Bar, and Smart Drive Bracket (SDB) are all labeled with BARBERA color code.
2. Place Spanner bar across cubicle and adjust it to fit across cubicle opening at floor level. Once aligned correctly, use locking clamps to secure spanner bar in place.
3. Hang SDB from spanner bar using support hooks so that drive rings align with racking shaft.

### MOTOR DRIVE UNIT (MDU) & TOOL ADAPTER ASSEMBLY (TAA)

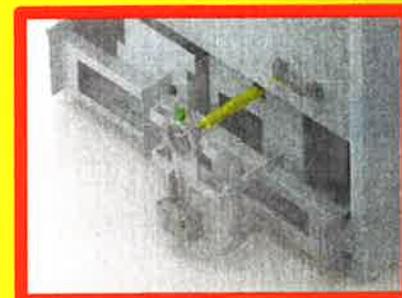
1. Using Quick Change Coupling, insert Tool Adapter Assembly (TAA) into Motor Drive Unit (MDU) and release collar. Assure that TAA is secured before proceeding.
2. Attach fully charged battery to MDU.
3. Set the locking pin on SDB to an open position and insert MDU into the drive rings on SDB.
4. Align and engage the MDU with ring dogs on drive rings. Once aligned, release locking pin to hold MDU in place. Confirm that MDU is secured before proceeding.
5. Connect SDB communication cable to port in MDU. Note: Red line on communication cables indicates correct alignment with port.

### HANDHELD CONTROLLER (HHC)

1. Connect 50' Communication Cable to second port in MDU.
2. Connect other end of 50' Communication Cable to Handheld Controller (HHC)\*.
3. Move a safe distance away from the breaker.



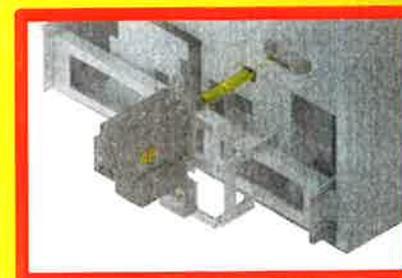
**SPANNER BAR PLACED ACROSS CUBICLE WITH LOCKING CLAMPS ENGAGED TO HOLD IT IN PLACE**



**SDB SUSPENDED FROM SPANNER BAR**



**MDU WITH ATTACHED TAA**



**MDU PROPERLY ENGAGED WITH ITA AND DRIVE RINGS, READY FOR SDB AND HHC COMMUNICATION CORDS**

\*Note: Multiple cables can be used to increase safe distance from breaker. Additional cables sold separately. Contact Remote Solutions LLC for more information.

## POWER ON

1. Twist the E-Stop switch on HHC to activate the system.
2. Several screens will flash as unit powers up. Once HHC has powered up, **verify correct application screen is displayed.**

## SYSTEM OPERATION

1. Follow the on-screen prompts to complete racking procedure. Navigate selections using perimeter buttons on HHC (backlit in green). “Right” and “Left” will advance through menu screens. “Up” and “Down” will toggle selections on screen.
2. Navigating HHC in this manner, select current location and desired destination of breaker. When selection is highlighted, click center button (backlit in red) to confirm selection. **This will initiate the racking process.**
3. System will perform action as selected, displaying progress on screen.
4. Upon successful operation, HHC will display a completed racking screen.

## POWER DOWN & STORAGE

1. Power down the unit by pressing the E-Stop button. Remove battery from MDU.
2. Unplug power cord and HHC communication cord from SDB.
3. Remove TAA from MDU and store in case.
4. Stow 50’ Communication Cable, HHC, MDU, and batteries in storage case.
5. Remove SDB and Spanner Bar from cubicle and store in provided polymer case.

## BATTERY REQUIREMENT

Note: System will ask to verify battery level. Check battery level is at 4 bars before attempting to rack. If racking multiple breakers, please verify battery level between each racking attempt.



## CARE & MAINTENANCE

To ensure longevity of the Portable Kit and SDB, store the tools in the provided polymer case in a dry, temperate environment. The tools are weather resistant but should be used with care in rain and snow.

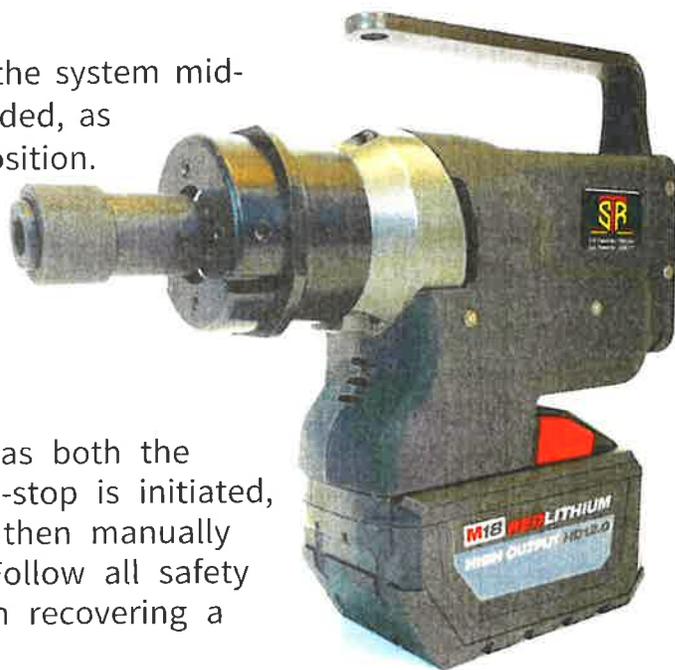
Remote Solutions reserves the right to change or update product or documentation without prior notice.

## ERROR RECOVERY

If a problem occurs, programmed recoveries will happen automatically and the system will attempt to recover the breaker to a known position.

When racking in/out, if an obstruction or mechanism failure occurs, the system will attempt to recover the breaker to a safe position. Actions will be displayed on HHC with an asterisk (\*) in front of them. When the system has completed recovery operations, HHC will display current expected location of the breaker. Note the expected location and approach the breaker with caution. Determine cause of the failure and remedy the situation prior to attempting additional remote racking.

NOTE: Attempting to stop or shutting down the system mid-process once it has started is not recommended, as this will leave the breaker in an unknown position. The Remote Racking System will only operate from known positions.



## EMERGENCY STOP

The red E-Stop button on the HHC serves as both the power and Emergency Stop button. If an E-stop is initiated, the system will shut down. Operator must then manually recover the breaker to a known position. Follow all safety procedures and wear appropriate PPE when recovering a breaker manually.

For any questions, concerns, information, or missing/replacement parts, contact Remote Solutions below or follow the QR link to our website.



**SR SAFE-T-RACK**  
by Remote Solutions LLC

**2475 N. Jackrabbit Avenue • Tucson, AZ 85745 • (520) 628-4378**

FAX (520) 628-4568 • sales@Safe-T-Rack.com • www.Safe-T-Rack.com





### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	HACH Analyzer/Probe Service Agreement for Water and Wastewater Plants		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	January 20, 2026		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: E S-II, QIS-III			
Estimated Cost: \$39,728.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Executive Summary:</b>			
<p>The Water Treatment Facility and Wastewater Treatment Plant have HACH analyzers and probes. Staff rely on this equipment to continuously monitor such things chlorine and fluoride levels in the drinking water and dissolved oxygen, pH, and suspended solids levels at the Wastewater Plant. This equipment communicates with the SCADA system to control feed pumps, turbo blowers and other equipment. Staff has negotiated an annual service agreement for both treatment facilities. This equipment is proprietary and can only be certified by HACH service representatives.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Service Agreement</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires 7 affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution waiving competitive bidding and authorizing the City Administrator to approve a Service Partnership Agreement with HACH at a cost of \$39,728.00</p>			

**RESOLUTION NO. 2026 \_-\_\_**

**RESOLUTION AUTHORIZING EXECUTION OF  
Service Agreement for Water and Wastewater Plant Analyzers**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the approval of a Service Agreement with HACH for Water Plant and Wastewater Plant analyzers.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2026

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 4 <sup>194</sup> Partnership Number : HACH51633-BILLING
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>



**Partnership Number :** HACH51633-BILLING    **Version :** 0.15    **Quotation Date :** 10-NOV-25  
**Expiration Date :** 08-FEB-26

**Hach Company Contact :** Mayer, Jordan    **Service Partnership Phone :** (800) 227-4224 x6275    **Service Partnership Email :** jordan.mayer@hach.com  
**Customer Ref :** Renewal Quote    **Customer Contact :** HUGGINS, JAKE  
**Customer Phone :** 232-1551 x 3603    **Customer Fax :** 7087420193    **Customer Email :** jhuggins@geneva.il.us

<u>Bill-To Account # 071573</u>		<u>Ship-To Account # 071573</u>		
Customer Name	CITY OF GENEVA	Customer Name	CITY OF GENEVA	<b>Payment Terms:</b> Net 30
Address4		Address4		<b>Billing Method:</b> Annual-Invoices on START Date
Address1	1800 SOUTH ST	Address1	1800 SOUTH ST	<b>Currency:</b> USD
Address2		Address2		
Address3		Address3		
City,State,PostalCode	GENEVA-IL-60134-2547	City,State,Postalcode	GENEVA-IL-60134-2547	
Province/Country	US	Province/Country	US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	HACH_MULTISITE_SVC	08-FEB-26	07-FEB-27	WASTEWATER Consolidated single invoice billing covering multiple customer instrument installation locations/addresses	17,938.00
	1.1			CONTRACT SPECIAL ITEM	
2	HACH_MULTISITE_SVC	08-FEB-26	07-FEB-27	WATER Consolidated single invoice billing covering multiple customer instrument installation locations/addresses	21,790.00
	2.1			CONTRACT SPECIAL ITEM	

**Sub Total :** 39,728.00  
**Tax:** 0.00

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 2 of 4 <sup>195</sup> Partnership Number : HACH51633-BIL LING
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

**Total :** 39,728.00

**Partnership Notes :**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

**Customer Name :** CITY OF GENEVA

**Customer P.O. Number :** \_\_\_\_\_

**Customer Reference Number :** \_\_\_\_\_

**TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES**

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

**1. APPLICABLE TERMS & CONDITIONS:**

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

**2. CANCELLATION:**

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

**3. DELIVERY:**

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

**4. INSPECTION:**

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

**5. PRICES & ORDER SIZES:**

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

**6. PAYMENTS:**

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 3 of 4 196 Partnership Number : HACH51633-BIL LING
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>

#### 7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

#### 8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

#### 9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

#### 10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

#### 11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

#### 12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

#### 13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

#### 14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

#### 15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

#### 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

#### 17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 4 of 4 <sup>197</sup> Partnership Number : HACH51633-BIL LING
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

deemed in default or in breach thereof.

**18. NON ASSIGNMENT AND WAIVER:**

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

**19. LIMITATION OF LIABILITY:**

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

**20. APPLICABLE LAW AND DISPUTE RESOLUTION:**

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

**21. ENTIRE AGREEMENT & MODIFICATION:**

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.