



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Well #13 Rehabilitation		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	November 1, 2021		
<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: EMSII, ESII			
Estimated Cost: \$258,815.00	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>Well #13 is located at 500 N. Peck Rd. and was constructed in 2007 to serve the water treatment facility. Rehabilitation is recommended due to a decline in productivity and evidence of sand in the filters at the plant. The rehabilitation will require bailing to remove excess sand at the bottom of the well to improve the production capacity of the well. Three bids were received on October 25, 2021 with the low bid provided by Municipal Well &amp; Pump, Waupun, Wisconsin. The low base bid of \$252,719.00 is \$102,719.00 over the budgeted amount and \$53,858.00 over the Engineer's estimate at the time of bidding. The additional cost is due to material cost increases. The increase in cost has been discussed with Finance Director, Rita Kruse, and cash balance in the fund is available to cover the additional cost. One additional item outside of the base bid to be included at this time is \$6,096 for the cost of bailing the well.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Bid Summary</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees 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 authorizing the City Administrator to execute a contract with Municipal Well &amp; Pump at a cost not-to-exceed \$258,815.00.</p>			

**RESOLUTION NO. 2021\_97**

**RESOLUTION AUTHORIZING EXECUTION OF  
Contract for Well #13 Rehabilitation**

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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 to execute, on behalf of the City of Geneva, a contract with Municipal Well & Pump, for rehabilitation of Well #13.

**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 \_\_\_\_\_, 2021

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

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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



**ADDENDUM NUMBER 1**

**WELL NO. 13 MAINTENANCE  
GENEVA, ILLINOIS  
CITY OF GENEVA**

**A. TO ALL HOLDERS OF CONTRACT DOCUMENTS:**

Your attention is directed to the following changes in interpretations of, changes in, or additions to the Contract Documents for the WELL NO. 13 MAINTENANCE project in Geneva, Illinois. This Addendum No. 1 consists of revised specifications and contract drawings (attached).

**B. DIVISION IV: GENERAL PROJECT SPECIFICATIONS**

1. Page GPS-3-5 (7), Section 3.04.04, ALTITUDE LINE, GAUGE, & PRESSURE TRANSDUCER; remove the second paragraph and replace with the following:  
"The Contractor shall remove and replace an existing pressure transducer for electronic monitoring the Well's water level. The pressure transducer is a Slimline Submersible Pressure Transducer. For removal of the transducer with the pump in service, the pressure transducer is installed in a one and one quarter inch (1 ¼") bell end Schedule 40 PVC, banded to the discharge column."

**C. DIVISION VI: CONTRACT DRAWINGS**

Insert attached two (2) pages:

1. Submersible Outline Pitless Adapter Construction,
2. Well Test Data Sheet, dated 7/2/2008.

**D. IN ACKNOWLEDGMENT BY BIDDERS:**

Each Bidder shall acknowledge receipt of Addendum No. 1 in the space provided in Item 3 of the Bid Proposal.

REMPE-SHARPE AND ASSOCIATES, INC.

BY:



Daniel A. Watson, P.E.

DATE: October 19, 2021

**SPECIFICATIONS FOR**

**CONTRACT DOCUMENTS  
WELL NO. 13 MAINTENANCE  
CITY OF GENEVA  
KANE COUNTY, ILLINOIS**



Prepared By

**REMPE-SHARPE AND ASSOCIATES, INC.**

Engineers and Consultants

324 W. State Street  
Geneva, Illinois 60134

630.232.0827

**CONTRACT DOCUMENTS**  
**WELL NO. 13 MAINTENANCE**  
**CITY OF GENEVA**  
**KANE COUNTY, ILLINOIS**

**Prepared by:**  
**REMPE-SHARPE AND ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**  
**GENEVA, ILLINOIS**

**GE-552**  
**SEPTEMBER 2021**

**DANIEL A. WATSON**  
**ILLINOIS PROFESSIONAL ENGINEER**  
**NO. 062-048073**

CONTRACT DOCUMENTS

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## ADVERTISEMENT FOR BIDS

CITY OF GENEVA  
22 SOUTH FIRST STREET  
GENEVA, IL 60134

Sealed BIDS for the Well No. 13 Maintenance Project will be received by the City of Geneva at the City Hall until 10:00 A.M. (Local Time), on the 25<sup>th</sup> day of October 2021, and then at said office and time, publicly opened and read aloud.

The proposed work for the WELL NO. 13 MAINTENANCE PROJECT consists of the proper permitting, mobilization, pulling the existing pump and motor, rehabilitation work, reinstall the pump and motor, testing and chlorination of the 300 HP motor and 1200 GPM pump set at 753' in a deep sandstone well and related work in accordance with the Contract Documents in Geneva, Illinois, for the Well No. 13 Maintenance Project.

All pertinent documents may be viewed at the office of the Engineer, Rempe-Sharpe & Associates, Inc., 324 West State Street, Geneva, Illinois.

Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital documents for \$40.00 by inputting Quest project number **8048706** on the website's projects search page. Please contact QuestCDN Customer Support at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading and working with digital project information.

All BIDS shall be submitted on the forms provided, and shall be accompanied by a Certified Check, Cashier's Check, or Bid Bond, in an amount not less than five percent (5%) of the amount of the Bid, and subject to the conditions provided in the Instructions to Bidders.

The City of Geneva reserves the right to reject any and or all Bids, to waive any irregularities and informalities. Awards will be made to the lowest responsible Bidder as determined by the City of Geneva.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout, including the Illinois Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12) and the Illinois Preference Act (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207).

CITY OF GENEVA

Date: 10/04/2021

BY: Bob VanGyseghem  
Water and Sewer Superintendent

INSTRUCTIONS TO BIDDERS

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## INSTRUCTIONS TO BIDDERS

### 1. DEFINED TERMS.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### 2. COPIES OF BIDDING DOCUMENTS.

2.1. Complete sets of the Bidding Documents at the price stated in the Advertisement for Bids may be obtained from Engineer.

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

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

### 3. QUALIFICATIONS OF BIDDERS.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence of the Bidder's ability to perform the Work. The submittal should be prepared using the AIA Document A305, "Contractor's Qualification Statement". The submittal shall consist of, but not be limited to: financial data, previous experience, present commitments, current key personnel and equipment, tentative subcontractors, and a listing of similar projects completed by the Contractor with appropriate references. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.

### 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2 through 4.9 of the General Conditions.

4.4. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.6. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## 5. INTERPRETATIONS AND ADDENDA.

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

## 6. BID SECURITY.

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten days after the Notice of Award, Owner may annul the notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

6.3. Attorneys-in-fact who sign Bid Bond must file with the Bond a certified and effective dated copy of their power-of-attorney.

#### 7. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

#### 8. LIQUIDATED DAMAGES.

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

#### 9. SUBSTITUTE OR "OR-EQUAL" ITEMS.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the General Requirements.

#### 10. BID FORM.

10.1. All Bids must be made on the required Bid Form. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing office), Rempe-Sharpe and Associates, Inc., 324 West State Street, Geneva, Illinois 60134.

10.2. All blanks on the Bid Form must be completed in ink or by typewriter.

10.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 10.5. All names must be typed or printed below the signature.
- 10.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 10.7. The address and telephone number for communications regarding the Bid must be shown.
- 10.8. A Bid price shall be made for all items of work and materials indicated in the bid schedule for each section of work. Bidders may submit a Bid for any separate sections defined in the Contract Documents or any combination of sections as provided for in the Bid Form. When alternative bids are included in the Bid Form, a bid price shall be submitted for all alternatives described in the documents as provided in the Bid Form. A Bid price shall be totaled for the bid items and alternative bid items shown on the Bid Form. The Owner shall select which alternate, if any, will be awarded.
- 10.9. When the Bid Form includes an item for cash allowances, the Bid price shall include such amounts as the bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in the Standard General Conditions, Paragraph 11.8.

#### 11. SUBMISSION OF BIDS.

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title and if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

#### 12. MODIFICATION AND WITHDRAWAL OF BIDS.

12.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

#### 13. OPENING OF BIDS.

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

#### 14. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All bids will remain subject to acceptance for forty-five days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

15. AWARD OF CONTRACT.

15.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of and Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

15.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

15.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

15.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

15.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five days after the day of the Bid opening. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and Bidder.

16. CONTRACT SECURITY.

16.1. Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

16.2. Attorneys-in-fact who sign performance and payment bonds must file with each bond a certified and effective dated copy of their power-of-attorney.

16.3. The date of all bonds and certifications shall be coordinated with Owner to coincide with the date of the Agreement.

17. SIGNING OF AGREEMENT.

17.1. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

17.2. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Security accompanying the proposal shall become the property of the Owner.

18. SALES AND USE TAXES.

Under Rule No. 40 of the Illinois Retailer's Occupation Tax Rules, issued April 15, 1965, sales to governmental bodies are exempt from State and Local Retailer's Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use Tax.

19. APPLICABLE LAWS, ORDINANCES, RULES, AND REGULATIONS

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

20. PREVAILING WAGE.

As set forth in the Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Sects. 39s-1-12), the general prevailing rate of wages in the locality for each craft or type or worker or mechanic needed to execute the Contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the public body or by the Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work, and it shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him, and where the public body performs the work, upon the public body, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the Contract or such work.

The Contractor and each subcontractor shall keep or cause to be kept and accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, in connection with said public work, and showing also the actual hourly wages paid to each of such persons, which record shall be open at all reasonable hours to the inspection of the public body awarding the Contract, its officers and agents, and to the Director of Labor and his deputies and agents.

21. BIDDING CERTIFICATE.

A statement certifying that the Bidder is not barred from bidding on the Project Specifications as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (as amended) shall be submitted with the Bid prior to the time of the Bid opening. The certificate form is attached to the Project Specifications.

22. SAFETY CERTIFICATE.

A statement acknowledging that the Bidder is aware of and able to comply with Federal, State and Local Safety Laws and Regulations shall be supplied by the Contractor at the time of Contract award. The certificate form is attached to the project specifications.

23. PHOTOCOPIED BID PROPOSAL

The Contractor shall submit the original bid documents along with a copy of the bid proposal which can be removed from the original documents. The copy shall be a photocopy of the original and be placed in the designated location in the Bid Documents

## Kane County Prevailing Wage Rates posted on 8/16/2021

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W				
ASBESTOS ABT-GEN	All	ALL		44.40	45.40	1.5	1.5	2.0	2.0	14.26	16.05	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.85	41.96	1.5	1.5	2.0	2.0	14.42	12.61	0.00	0.82	
BOILERMAKER	All	BLD		52.61	57.34	2.0	2.0	2.0	2.0	6.97	22.34	0.00	1.40	
BRICK MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
CARPENTER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.77	0.00	0.79	
CEMENT MASON	All	ALL		49.20	51.20	2.0	1.5	2.0	2.0	11.15	25.07	0.00	0.55	
CERAMIC TILE FINISHER	All	BLD		42.80	42.80	1.5	1.5	2.0	2.0	11.45	14.27	0.00	0.94	
COMMUNICATION TECHNICIAN	N	BLD		42.41	44.81	1.5	1.5	2.0	2.0	13.79	15.42	0.00	0.85	
COMMUNICATION TECHNICIAN	S	BLD		41.41	43.81	1.5	1.5	2.0	2.0	18.30	11.59	0.00	1.45	
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10
ELECTRICIAN	N	ALL		52.28	56.68	1.5	2.0	2.0	2.0	15.88	19.28	0.00	1.30	
ELECTRICIAN	S	BLD		51.00	55.25	1.5	1.5	2.0	2.0	20.55	14.28	0.00	1.79	
ELEVATOR CONSTRUCTOR	All	BLD		60.42	67.97	2.0	2.0	2.0	2.0	15.87	19.31	4.83	0.64	
FENCE ERECTOR	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		47.73	49.23	1.5	2.0	2.0	2.0	14.99	23.42	0.00	1.43	
HEAT/FROST INSULATOR	All	BLD		51.80	54.91	1.5	1.5	2.0	2.0	14.42	15.36	0.00	0.82	
IRON WORKER	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		45.90	46.65	1.5	1.5	2.0	2.0	14.36	16.90	0.00	0.90	
LATHER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.77	0.00	0.79	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		37.00	50.10	1.5	1.5	2.0	2.0	11.70	19.10	0.00	0.93	
MARBLE MASON	All	BLD		47.71	52.48	1.5	1.5	2.0	2.0	11.70	20.53	0.00	1.02	
MATERIAL TESTER I	All	ALL		35.90		1.5	1.5	2.0	2.0	14.36	16.90	0.00	0.90	
MATERIALS TESTER II	All	ALL		40.90		1.5	1.5	2.0	2.0	14.36	16.90	0.00	0.90	
MILLWRIGHT	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.77	0.00	0.79	
OPERATING ENGINEER	All	BLD	1	53.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	2	52.30	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	3	49.75	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	

OPERATING ENGINEER	All	BLD	4	48.00	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	5	57.35	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	<b>BLD</b>	<b>6</b>	<b>54.60</b>	<b>57.60</b>	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	7	56.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	51.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	2	51.25	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	3	49.20	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	4	47.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	5	46.60	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	6	54.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	7	52.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
ORNAMENTAL IRON WORKER	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		49.30	51.30	1.5	1.5	1.5	2.0	19.08	4.15	0.00	1.10	
PAINTER - SIGNS	All	BLD		40.74	45.75	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.77	0.00	0.79	
PIPEFITTER	All	BLD		52.00	55.00	1.5	1.5	2.0	2.0	11.60	21.85	0.00	2.92	
PLASTERER	All	BLD		45.50	48.23	1.5	1.5	2.0	2.0	16.75	19.04	0.00	1.25	
PLUMBER	All	BLD		52.80	55.95	1.5	1.5	2.0	2.0	16.45	16.75	0.00	1.47	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.23	13.91	0.00	0.91	
SHEETMETAL WORKER	All	BLD		51.83	54.42	1.5	1.5	2.0	2.0	11.22	19.08	0.00	1.45	2.46
SIGN HANGER	All	BLD		26.07	27.57	1.5	1.5	2.0	2.0	3.80	3.55	0.00	0.00	
SPRINKLER FITTER	All	BLD		51.75	54.50	1.5	1.5	2.0	2.0	13.90	17.00	0.00	0.75	
STEEL ERECTOR	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
TERRAZZO FINISHER	All	BLD		44.54	44.54	1.5	1.5	2.0	2.0	11.45	16.64	0.00	0.97	
TERRAZZO MASON	All	BLD		48.38	51.88	1.5	1.5	2.0	2.0	11.45	18.10	0.00	1.00	
TILE MASON	All	BLD		49.75	53.75	1.5	1.5	2.0	2.0	11.45	17.98	0.00	1.02	
TRAFFIC SAFETY WORKER	All	HWY		38.50	40.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRUCK DRIVER	All	ALL	1	40.06	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	2	40.21	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	3	40.41	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	4	40.61	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TUCKPOINTER	All	BLD		48.25	49.25	1.5	1.5	2.0	2.0	8.79	20.47	0.00	1.01	

**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

TRAFFIC SAFETY - Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

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".

**BID**  
**FOR THE CONSTRUCTION OF**  
**WELL NO. 13 MAINTENANCE PROJECT**  
**CITY OF GENEVA**  
**KANE COUNTY, ILLINOIS**

THIS BID IS SUBMITTED TO:

CITY OF GENEVA  
22 SOUTH FIRST STREET  
GENEVA, IL 60134

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER
<u>10/19/21</u>	<u>1</u>
<u>                  </u>	<u>                  </u>

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of

paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

(i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor.

(j) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the BIDDER prior to opening, directly or indirectly, to any other BIDDER or to any competitor.

(k) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(l) Each person signing the Bid shall certify that:

1. He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to subsections (i), (j) and (k) above, or
2. He is not the person in the BIDDER'S organization responsible for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsections (i), (j), and (k) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsections (i), (j), and (k) above.

**BID SCHEDULE  
WELL NO. 13 MAINTENANCE PROJECT  
CITY OF GENEVA, ILLINOIS**

4. BIDDER hereby proposes and agrees, if this BID is accepted, to enter into agreement, in the form attached, to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work: tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and Bonds, insurance, and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by the Contractor for the WELL NO. 13 MAINTENANCE PROJECT for the following Unit Prices:

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>1</b>	<b>BASE BID</b>				
1A	Mobilization and Clean-Up	1	LSUM	\$13,610.00	\$13,610.00
2	Pulling the Pump and Motor	1	LSUM	\$10,900.00	\$10,900.00
<b>3</b>	<b>DISCHARGE COLUMN PIPE</b>				
3A	Sandblast Column Pipe	753	LF	\$16.50	\$12,424.50
3B	Epoxy Coating to Interior & Exterior of Column Pipe	753	LF	\$16.50	\$12,424.50
3C	Rethreading Column Pipe	30	EA	\$100.00	\$3,000.00
3D	10", Schedule 40, Column Pipe	140	LF	\$138.00	\$19,320.00
3E	Couplings	20	EA	\$337.00	\$6,740.00
3F	10" Lakewood Check Valve	2	EA	\$1,460.00	\$2,920.00
<b>4</b>	<b>SUBMERSIBLE MOTOR</b>				
4A	Field Inspection of Submersible Pump and Motor	1	LSUM	\$1,570.00	\$1,570.00
4B	New Submersible Motor, Oil Filled Manufacturer: <u>SunStar - SSEI</u>	1	LSUM	\$94,690.00	\$94,690.00
4C	Decommission / Disposal of Existing Motor	1	LSUM	\$13,120.00	\$13,120.00
<b>5</b>	<b>CABLE</b>				
5A	Hypot Test the Submersible Cable	1	LSUM	\$630.00	\$630.00
5B	# 2 5KV 3 Cable / Ground Jacket Power Cable	200	LF	\$22.00	\$4,400.00
5C	Replacement Pump Bowl Assembly	1	LSUM	\$33,670.00	\$33,670.00
6	Reinstall Pump and Motor, Pump Test	1	LSUM	\$18,550.00	\$18,550.00
7	T.V. Well Survey	1300	LF	\$2.50	\$3,250.00
8	Two (2) 1/4" Plastic Airlines Rated for 250 psi	1500	LF	\$1.00	\$1,500.00
<b>TOTAL</b>					<b>\$252,719.00</b>
<b>9</b>	<b>ADDITIONAL ITEMS</b>				
9A	Rebuild Existing Pump	1	LSUM	\$8,690.00	\$8,690.00
9B	Additional Test Pumping	12	HOUR	\$361.00	\$4,332.00
9C	Bailing Well	12	HOUR	\$508.00	\$6,096.00
9D	Cost to Ship Motor to Qualified Motor Repair Shop	1	LSUM	\$3,660.00	\$3,660.00
9E	Rebuild Existing Motor (include Shipping w/Price)	1	LSUM	\$59,840.00	\$59,840.00
9F	Service Existing Motor	1	LSUM	\$1,800.00	\$1,800.00

5. BIDDER agrees to the following:

5.1. The Work will be substantially complete (work ready for its intended use) within 140 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 150 calendar days after the date when the Contract Time commences to run.

5.2. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid.

(a) Required Bid Security in the form of a certified or bank check or a Bid Bond in the amount stated in the Instructions to Bidders.

7. Communications concerning this Bid shall be addressed to:

Rempe-Sharpe and Associates, Inc.  
324 West State Street  
Geneva, Illinois 60134  
(630) 232-0827

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on October 25, 2021.

If BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_ (General Partner)

Business address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

A Corporation

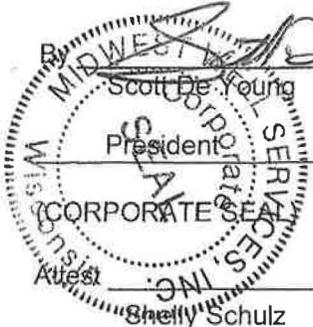
By Midwest Well Services, Inc. dba: Municipal Well & Pump  
(Corporation Name)

Wisconsin  
(State of Incorporation)

By   
(Name of person authorized to sign)

President  
(Title)

Shelly Schulz  
(Secretary)



Business address: 1212 Storbeck Drive

Waupun, WI 53963

Telephone Number: 920-324-3400

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

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 WELL NO. 13 MAINTENANCE PROJECT, as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).



Name Scott De Young - President

Midwest Well Services, Inc. dba: Municipal Well & Pump  
Company

October 21, 2021  
Date

ATTACH BID SECURITY HERE

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**MIDWEST WELL SERVICES, INC. DBA  
MUNICIPAL WELL & PUMP  
1212 Storbeck Dr  
Waupun, WI 53963**

Bid Bond No. OS01672

**SURETY:**

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

**Old Republic Surety Company  
P.O. Box 1635  
Milwaukee, WI 53201-1635**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

**OWNER:**

*(Name, legal status and address)*

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

**BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)**

**PROJECT:**

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

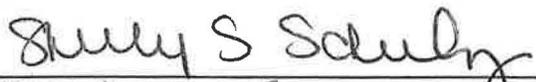
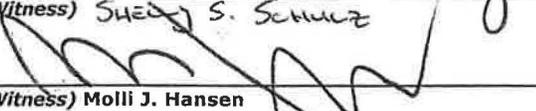
**Well #13 Maintenance Project No. GE-552**

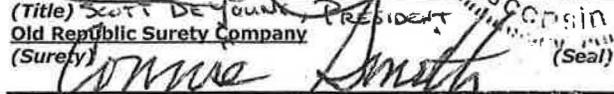
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 7th day of October, 2021

  
**(Witness) Shelly S. Schulz**  
  
**(Witness) Molli J. Hansen**

**MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP**  
**(Principal)**   
**(Title) Scott DeYoung, President**  
**Old Republic Surety Company**  
**(Surety)**   
**(Title) Connie Smith, Attorney-in-Fact**





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of May, 2021.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*  
Assistant Secretary



*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of May, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



24-5172

Signed and sealed at the City of Brookfield, WI this 7th day of October, 2021.

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

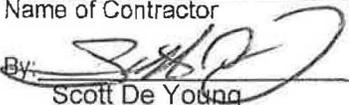
CONTRACTOR'S DRUG FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580//1 et seq. (the "Drug Free Workplace Act"), the undersigned Contractor hereby certifies to the City of Geneva that it will provide a drug free workplace by:

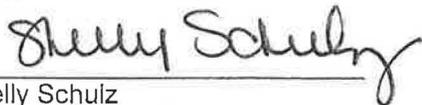
- (a) Publishing a statement:
  - (1) notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;
  - (2) specifying the actions that will be taken against employees for violations of such prohibition;
  - (3) notifying the employee that, as a condition of employment on such Contract, the employee will:
    - (A) abide by the terms of the statement, and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs, and
  - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a.) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a.) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of Section 3 of the Drug Free Workplace Act.

Failure to abide by this Contractor's Drug Free Workplace Certification shall subject the Contractor to the penalties set forth in Sections 6, 7 and 8 of the Drug Free Workplace Act.

Midwest Well Services, Inc. dba: Municipal Well & Pump  
Name of Contractor

By:   
Scott De Young  
Its President

ATTEST:

By:   
Shelly Schulz  
Its Secretary

DATED: October 21, 2021

**NOTICE:** This Contractor's Drug Free Workplace Certification is to be completed by any corporations, partnerships or other entities with twenty-five or more employees at the time of the Contract, or a department, division, or unit thereof, directly responsible for the performance of a contract of \$5,000 or more with the City.

INDIVIDUAL'S DRUG FREE WORKPLACE CERTIFICATION

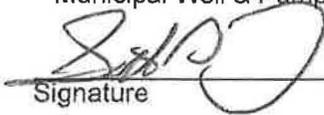
Pursuant to 30 ILCS 580/1 et seq. (the "Drug Free Workplace Act"), the undersigned individual certifies to the City of Geneva that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Failure to abide by this Individual's Drug Free Workplace Certification shall subject the individual to the penalties set forth in Sections 6, 7, and 8 of the Drug Free Workplace Act.

Scott De Young

\_\_\_\_\_  
Name of Individual (Print or Type)

President, Midwest Well Services, Inc. dba:  
Municipal Well & Pump

  
\_\_\_\_\_  
Signature

Dated: October 21, 2021

**NOTICE:** This Individual's Drug Free Workplace Certification is to be completed by any individual directly responsible for the performance of a contract of \$5,000.00 or more with the City.

PHOTOCOPIED BID PROPOSAL

Attach a photocopied Bid Proposal including sections B-3 through B-6 of the completed Bid Documents here.

ACTION BY THE UNANIMOUS WRITTEN CONSENT  
OF THE DIRECTORS OF MIDWEST WELL SERVICES, INC.  
IN LIEU OF A SPECIAL MEETING OF DIRECTORS

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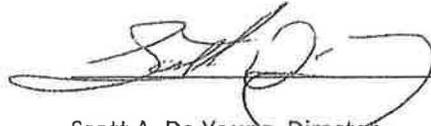
The undersigned, being all the directors of MIDWEST WELL SERVICES, INC., do hereby adopt the following actions as the actions of the corporation's directors in lieu of an annual meeting of the directors, by unanimous written consent, pursuant to Section 180.0821 of the Wisconsin Statutes.

RESOLVED: That the Board of Directors approve and authorize, the election of the following officers:

President/Treasurer	Scott A. De Young
Exec. Vice President	Richard N. Milaeger
Vice President	Tracy R. Greenfield
Vice President	Martin T. Van Ells
Secretary	Shelly S. Schulz
Assistant Secretary	Gretchen Schaver

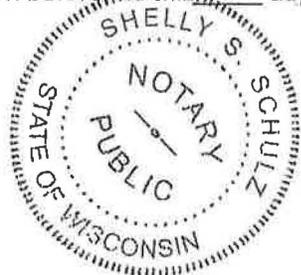
BE IT FURTHER RESOLVED: Each officer noted above is hereby authorized to sign contracts on behalf of the corporation. Additionally, Brian Brodersen, Senior Project Engineer, is authorized to sign bond agreements, bid documents and contracts as an agent of Midwest Well Services, Inc.

This instrument dated effective this 9th day of February 2021, to be part of the minutes of the corporation.

  
\_\_\_\_\_  
Scott A. De Young, Director

  
\_\_\_\_\_  
Richard N. Milaeger, Director

Subscribed and sworn before me this <sup>9th</sup> day of Feb, 2021.



  
\_\_\_\_\_  
Shelly S. Schulz

Commission Exp. 6/19/24

File Number

6291-689-3



***To all to whom these Presents Shall Come, Greeting:***

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

MIDWEST WELL SERVICES, INC., INCORPORATED IN WISCONSIN AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MAY 21, 2003, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 27TH  
day of MARCH A.D. 2019 .***



Authentication #: 1908602224 verifiable until 03/27/2020  
Authenticate at: <http://www.cyberdriveillinois.com>

*Jesse White*

SECRETARY OF STATE



Office of the Secretary of State Jesse White  
*CYBERDRIVEILLINOIS.COM*

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number 62916893

Entity Name MIDWEST WELL SERVICES, INC.

Status  
ACTIVE

### Entity Information

Entity Type  
CORPORATION

Type of Corp  
FOREIGN BCA

Qualification Date (Foreign)  
Wednesday, 21 May 2003

State  
WISCONSIN

Duration Date  
PERPETUAL

### Agent Information

Name  
THOMAS G ODDO

Address  
1900 SPRING ROAD SUITE 200  
OAK BROOK , IL 60523

Change Date  
Thursday, 23 June 2016

### **Annual Report**

Filing Date  
Monday, 18 May 2020

For Year  
2020

### **Officers**

President  
Name & Address  
DONALD W RENS 1212 STORBECK DR WAUPUN WI 53963

Secretary  
Name & Address  
SCOTT DEYOUNG (TR) SAME

### **Assumed Name**

ACTIVE  
MUNICIPAL WELL & PUMP

ACTIVE  
PUMPSTATION PROFESSIONALS

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

**MIDWEST WELL SERVICES, INC.**

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is September 14, 2000.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on March 27, 2019.

A handwritten signature in cursive script that reads 'Mary Ann McCoshen'.

MARY ANN MCCOSHEN, Administrator  
Division of Corporate and Consumer Services  
Department of Financial Institutions

DFI/Corp/33

**To validate the authenticity of this certificate**

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: **241103-EA446E14**



# MUNICIPAL WELL & PUMP

A Division of Midwest Well Services, Inc.

## CORPORATE RESUME

### Municipal Well & Pump

*a division of Midwest Well Services, Inc.*

**History** - MUNICIPAL WELL & PUMP was established as a corporation in the State of Wisconsin in July 1984. In 1992 Milaeger Well & Pump joined forces with the Municipal Well & Pump to provide additional expertise going back to 1916. The company was purchased by Midwest Well Services, Inc. in September, 2000, but continues to operate under the Municipal Well & Pump name. In 2005, the company purchased Pumpstation Professionals which expanded our services in the golf course and pump station controls market. In 2016, we purchased Peerless Well & Pump in Dubuque, IA expanding our geographic territory further into Iowa, Illinois and southwestern Wisconsin. Peerless is a subsidiary of Midwest Well Services, Inc.

**Services** - The firm primarily engages in well construction, new well pumps and installation, well pump repair, well testing, well rehabilitation, and Geophysical Exploration. Municipalities and large industries throughout Illinois & Wisconsin comprise the majority of Municipal Well & Pump customers, with some customers in Indiana, Iowa, Minnesota and Michigan as well.

**Equipment** available for performing various drilling and pump servicing operations includes:

- 9 pump rigs/cranes with ratings from 8 tons to 55 tons
- 9 service trucks with cranes rated from 5,000lbs to 7,500lbs.
- 2 Foremost DR24HD dual rotary drill rigs
- 3 cable tool drilling rigs ranging in size from BE28L to BE36L
- 1 Aries Water-well Televising System installed in a Mercedes Sprinter van & 1 Explorer Televising System
- Plus, approximately 50 pieces of support equipment

For a complete listing of all equipment, please see the attached Equipment List.

**Facilities** - The Corporation operates in a 19,000 square foot modern shop and office facility located in Waupun, Wisconsin. In addition to the building is approximately 6 acres of hard surface storage yard and staging area. We also maintain a 2<sup>nd</sup> shop facility in Dubuque, IA.

**Crews** - Municipal Well & Pump runs 8 to 9 full-time crews pump crews and 1 to 2 full-time drilling crews.

- Our Pump crews are led by Andy Klemme (23 years), Tom Piscitello (22 years), Robert Kooima (12 years) and Wes Derksen (11 years). All of our crews have received hands on training in all aspects of well and pump servicing. Well pumps of up to 1,000 horsepower and 1,200 feet in depth have been installed and serviced by our crews.
- Our Drilling crews are led by Darwin Schulz (32 years) and Mason Rens (14 years). In addition to drilling large diameter wells with depths up to 1,500 feet, they are also experienced with reverse circulation, "barber drilling" and open hole mud drilling. Both are also experienced well and pump service technicians.

**Safety** - Municipal Well & Pump takes safety seriously and strives for "zero accidents" at all times. We are an active member of ISNetWorld, BROWZ and Avetta which monitors all our OSHA records, EMR results and Safety policies for various clients. Our Drug and Alcohol program is managed by DISA for both FMCSA and DCCHA consortium.

**Bonding** - Municipal Well & Pump is fully bondable for individual projects up to \$4,000,000 and total projects to \$8,000,000. Complete insurance coverage is in full force with limits of \$2,000,000 Liability with a \$9,000,000 Umbrella.

**Summary** - Municipal Well & Pump offers a complete spectrum of well and pump related services backed by professional and knowledgeable staff, supported by modern state of the art equipment. The overall progressive attitude of the corporation and its employees generate expert and cost effective operations.

## MAJOR CONTRACTS ON HAND

As of April 29, 2021

Name of Customer	Project	Contract	Percent Complete	Estimated Completion	Engineer / GC
Devil's Lake State Park, WI	New Well & Multiple Well Rehabilitations	\$188,679	95	May 2021	MSA/State of WI
Cross Plains, WI	Test Well Construction	143,674	95	May 2021	Town & Country Engineering
Town of Brookfield, WI	Booster Pump Replacements	115,660	80	May 2021	None
Pingree Grove, IL	Test Well Construction	426,424	80	May 2021	Fehr Graham
Madison, WI	Well #18 Rehabilitation	161,519	40	June 2021	City of Madison
Arlington, WI	Well #4 Construction	297,836	50	June 2021	Town & Country Engineering
Darboy Sanitary District, WI	Well #2 Rehabilitation	70,967	50	June 2021	None
Darboy Sanitary District, WI	New Booster Pumps	102,160	95	June 2021	McMahon
La Salle, IL	Well #13 Construction	634,350	10	July 2021	Donohue/Fehr-Graham
Frankfort, IL	Well #18 Construction	293,394	5	July 2021	Robinson Engineering
Elwood, IL	Well #10 Pump Rehabilitation	201,240	50	July 2021	None
Woodville, WI	Well #3 Pump	63,590	60	July 2021	Cedar Corporation
Shelby Sanitary District, WI	Well #1 & #2 New Pumps & Booster Pumps	139,725	70	October 2021	S.E.H.
Cambria, WI	Well #5 Construction	421,626	0	December 2021	Roth Professional Services
Wausau, WI	Well Pump Upgrades	83,060	10	June 2022	Donohue/Becher-Hoppe/Clark Dietz

Total Current Backlog                      \$3,965,743.00

# List of References

Name	Contact	Telephone
<b><u>Illinois Municipal References:</u></b>		
City of Galesburg, IL	Tim Fey (tfey@ci.galesburg.il.us)	309-345-3648
Village of Hoffman Estates, IL	Joe Nebel (Joseph.Nebel@Hoffmanestates.org)	847-882-9100
Village of Island Lake, IL	Patrick Stewart (patrick.stewart@voislk.com)	847-526-1954
City of La Salle, IL	Jeff Bumgarner (j.bumgarner@lasalle-il.gov)	815-228-6102
Village of Mount Prospect	Matt Overeem (movereem@mountprospect.org)	847-870-5640
City of Oglesby, IL	Lance Greathouse (lgreathouse@testinc.com)	815-883-3639
City of Silvis, IL	Jim Grafton (jgrafton@silvisil.org)	309-792-9181
City of Sycamore, IL	Matt Anderson (maanderson@cityofsycamore.com)	815-895-2992

## **Wisconsin Municipal References:**

Village of Ashwaubenon, WI	Doug Martin (dmartin@ashwaubenon.com)	920-492-2335
City of Brookfield, WI	Martin Moyer (moyer@ci.brookfield.wi.us)	262-796-6717
City of Colby, WI	Harland Higley (colbydpw@cityofcolby.org)	715-223-6615
Cedarburg Light & Water Utility	Tim Martin (tmartin@cedarburglightandwater.org)	262-375-7652
Village of Grafton, WI	Tim Nennig (tnennig@village.grafton.wi.us)	262-375-5330
Jefferson Utilities	Scott Adler (sadler@wppienergy.org)	920-674-7714
Marshfield Utilities	Jon Richmond (john.richmond@MarshfieldUtilities.org)	715-387-1195
City of Pewaukee, WI	Jane Mueller (jem@pewaukee.wi.us)	262-691-0804
Village of Saukville	Dale Kropidowski (dkropidowski@village.saukville.wi.us)	262-284-3185
Watertown Water	Peter Hartz (phartz@ci.watertown.wi.us)	920-262-4075
City of Waukesha, WI	Kelly Zylstra (kzylstra@waukesha-water.com)	262-409-4430

## **Engineer References**

AECOM	Dennis Saari	(Verona, WI - 2013)	630-466-6700
Baxter Woodman	Eric Murauskas	(Genoa, IL - 2020)	815-459-1260
CBS Squared, Inc.	Jon Strand	(Greenville, WI 2018)	715-861-7428
C.E.S.	Dennis McMullen	(Cherry Valley, IL - 2013)	815-547-8435
Clark Dietz	Ravi Jayaraman		262-657-1550
Davy Engineering	Jim Kochie		608-782-3130
Engineering Enterprises, Inc.	Stephen Dennison	(Pingree Grove, IL - 2012)	630-466-6700
Fehr Graham & Associates	Adam Holder	(Freeport & Lena, IL - 2012)	815-235-7643
Fehr Graham & Associates	Darin Stykel	(Freeport & German Valley, IL - 2018)	815-235-7643
MG2A	Jim Earlywine	(Godley, IL - 2009)	815-939-4921
MSA Professional Services - Baraboo	Rob Uphoff		608-356-2771
MSA Professional Services - Dubuque, IA	Nick Wagner	(La Porte, IA - 2011)	815-777-9333
Rempe Sharpe	Dan Watson	(Elburn, IL - 2012)	630-232-0827
Ruekert & Mielke, Inc.	Chris Epstein		262-542-5733
Strand Associates, Inc.	Mike Forslund		262-542-5733
Strand Associates, Inc	Steve Kluesner	(Fond du Lac 2013, 2017, 2018, 2019, 2020)	608-251-4843
Town & Country Engineering	Ben Heideman	(Cross Plains - 2021)	608-273-3350

# Equipment List

## **Pump Rigs**

1996	Freightliner with a 2003 Smeal R36 hoist
2005	International 4400 with Smeal R20 hoist
2002	International 4400 with Smeal 12T hoist
2008	International 4400 with Smeal 12T hoist
2000	Peterbuilt with Smeal R12 hoist
2006	International 7600 with National 800D 23T crane
2001	International 4600 with Smeal R12 Hoist
1991	GMC with Semco 8T hoist
	Draw Works Rig – 55T hoist

## **Drill Rigs**

2018	Foremost DR24HD on Kenworth T800 (w/tooling)
2007	Foremost DR24HD on Kenworth T800 (w/tooling)
	Bucyrus Erie 36-L Drill Rig, Diesel, skid mounted
	Bucyrus Erie 28-L Drill Rig, trailer mounted
	Bucyrus Erie 60-L Drill Rig, skid mounted

## **Service Trucks**

2017	Ford F550 – with 7,500 lb Crane, Welder and Tools
2017	Ford F650 – with 7,500 lb Crane, Welder and Tools
2016	Ford F650 – with 7,500 lb Crane, Welder and Tools
2016	Ford F550 – with 7,500 lb Crane, Welder and Tools
2015	Ford F550 – with 7,500 lb Crane, Welder and Tools
2013	Ford F550 – with 7,500 lb Crane, Welder and Tools
2013	Ford F550 – with 7,500 lb Crane, Welder and Tools
2012	Ford F550 - with 7,500 lb Crane, Welder & Tools
2007	Ford F550 - with 5,000 lb Crane, Welder & Tools
2007	GMC 3500 - with Welder & Tools
2006	Ford F550 - with 5,000 lb Crane, Welder & Tools
2003	Ford F550 – with 5,000 lb Crane, Welder & Tools

## **Support Equipment**

2014	Mercedes Sprinter 3500 - TV Van with Deep Hole Camera
2017	Explorer Video Camera (Portable)
2002	International 4300 Flat Bed
1992	International 4900 Flat Bed
1997	Mack Flatbed
2013	Cable Spool Trailer
	AirShock Equipment with 1,500ft Hose Reel & Trailer
	Ford 455 & 416C Backhoes
	Forklifts (3)
	Trailers - various sizes (19)
	Pickups (14)
	Portable Water Towers (7) ranging from 3,000 to 5,000 gallons
	Various Compressors, Generators, Pumps, Etc

All equipment is maintained in good condition, all maintenance records are tracked electronically and daily and annual inspections are completed and documented as required by the DOT.

## Contracts Completed

### Wisconsin Projects:

Name of Customer	Project Description	Contract Value	Completion Date
Neumann Enterprises, Autumn Ridged Subdivision, Ixonia, WI	Two new wells, new pump houses, pumping equipment and a reservoir.	\$1,150,000	March, 2006
Verona, WI	Drill Well #5 – 21” x 1,166’ deep	475,000	Mar, 2013
Viroqua, WI	Drill Well #6 - 17” x 1,155’ deep	552,338	Aug, 2013
Waukesha, WI	Well #10 – 1,000hp BJ Pump Repair	199,300	April, 2014
Madison, WI	Drilling Well #31 – 25” x 915’ deep	1,050,325	Dec, 2014
Nekoosa, WI	Well #4 – Collector Well Rehab	121,031	Aug, 2015
Saukville, WI	Drilling New Well #6	210,857	July, 2016
State of Wisconsin	Fox Lake Prison – Rehab 4 Wells	282,111	Aug, 2016
Curtiss, WI	Well #11 & #12 Construction	543,652	March, 2017
Middleton, WI	Well #6 Rehabilitation	183,496	May, 2017
Pewaukee, WI	Well #2 – Pump Reinstall	130,271	Sept, 2017
Fond du Lac, WI	Well Rehabilitations	365,753	Feb, 2018
Fort McCoy / Alliance Steel	3 New Wells	878,599	Jan, 2018
Brookfield, WI	Well #22 rehabilitation	162,558	September, 2018
Kettle Moraine Fish Hatchery	Multiple Well Constructions	405,067	October, 2018
New London, WI	Well #3 Water Treatment	160,000	November, 2018
Lake Como, WI	Well 1 & Well 2 Rehab	273,209	January, 2019
Fond du Lac, WI	2018 Well Maintenance	439,817	January, 2019
Platteville, WI	Well #6 Construction	844,055	June, 2019
Sussex, WI	Well #8 New Pump	126,721	July, 2019
Cobb, WI	Well #4 Construction	274,663	August, 2019
Greenville, WI	Well #5 Construction	367,877	November, 2019
Jefferson, WI	Well #5 Rehabilitation	98,670	January 2020
Delevan, WI	Well #6 Rehabilitation	112,828	April 2020
Fond du Lac, WI	Well #13 Rehabilitation	159,108	April 2020
Fond du Lac, WI	2019 Well Maintenance	203,356	May 2020
New London, WI	Well #4 Replacement Construction	354,518	June 2020
Windsor, WI	Well #3 Test Well	137,675	June 2020
Verona, WI	Well #6 Construction	599,429	July 2020
Pioneer Estates – Grafton, WI	Well #5 Construction	226,452	October 2020
Windsor, WI	Well #3 Construction	256,844	April 2021

### Illinois Projects:

Name of Customer	Project Description	Contract Value	Completion Date
City of Batavia, IL	Two New Wells	\$ 1,230,000	Dec, 2006
Freeport, IL	Drill 2 New Wells with Pumping Equipment	560,000	March, 2013
Mount Prospect, IL	Well #5 – Evaluation and Rehab	520,714	Dec, 2014
Utica, IL	Well #1 – Install 200’ SS Liner	183,500	Jan, 2015
Libertyville, IL	Well #12 – Rehab	356,947	May, 2015
Rochelle, IL	Well #11 - Pump Repair	199,990	Aug, 2015
Rockford, IL	Well #18 – Rehab	257,514	Sept, 2015

## Contracts Completed

Lake in the Hills, IL	Well #14 & # 15 – Pump Equipment/Install	350,634	July, 2016
Crystal Lake, IL	Well #16 Pump Rehabilitation	114,982	June, 2017
Arlington Heights, IL	Well #11 Rehabilitation	493,077	June, 2017
Buda, IL	Drill Well #3 -10" x 1.630'	462,780	June, 2017
German Valley, IL	Two new wells - #4 & #5	416,780	June, 2017
Winnebago County, IL	Drill Well #2 – 16" x 625' w/Pump +	449,526	August, 2017
Arlington Park Race Course	Well Pump Repair / Well Rehab	255,151	March, 2018
LaSalle, IL	Well #10 Rehabilitation	78,652	March, 2018
Naperville, IL	Well #20 Pump Rehabilitation	365,949	August 2018
Monee, IL	Well #5 Construction	219,758	August 2018
Carpentersville, IL	Well #5 Rehabilitation	90,888	October 2018
Belvidere, IL	Well #7 Rehabilitation	162,330	December 2018
Freeport, IL	Test Wells #11 & #12	649,708	February, 2019
Coal City, IL	Well #5 Repairs	83,233	January, 2019
Rockford, IL	Well U35 Rehabilitation	152,026	January, 2019
Capron, IL	Well #3 Construction	301,355	February, 2019
Freeport, IL	Test Wells #11 & #12	658,708	February, 2019
Durand, IL	Test Well	205,361	May, 2019
Shannon, IL	Well #5 Construction	316,589	October, 2019
Sycamore, IL	Well #6 Pump Repairs	165,235	February 2020
LaSalle, IL	Well #12 Rehabilitation	120,330	March 2020
Island Lake, IL	Well #4-10 Rehabilitation	40,272	April 2020
LaSalle, IL	Well #6 Rehabilitation	79,589	June 2020
Grayslake, IL	Well #5 Construction	514,200	June 2020
Crystal Lake, IL	Well #16 Pump Repairs	206,222	July 2020
Carpentersville, IL	Well #6 Rehabilitation	57,782	September 2020
Genoa, IL	Well #4 Modifications	158,812	October 2020
Cary, IL	Well #10 Rehabilitation	200,914	December 2020
Loves Park, IL	Test Well Construction	206,981	February 2021
Huntley, IL	Well #8 Rehabilitation	131,225	April 2021
Bishop Hill, IL	Well #2 Construction	\$389,583	April 2021

### Other State Projects:

Name of Customer	Project Description	Contract Value	Completion Date
La Porte, IA	New Well #5, with Pump Equipment	364,000	July, 2011
Eitzen, MN	Drilling of Well #4	180,695	Nov, 2014
Lanesboro, MN	Turbine Pumps & Abandonments	116,798	Dec, 2015
Ishpeming, MI	Rehab of Wells #2 & #10	48,256	June, 2017
North Liberty, IA	Well Construction Rehab – 2 Wells	\$ 825,774	May, 2018

# Municipal Well & Pump

## Resume of Key Employees

### **Scott De Young – President/CFO, Treasurer**

Scott joined Municipal Well and Pump in 2002. Most recently, Scott worked for the Barnabas Foundation in Orland Park, IL as the Director of Finance and Administration. Prior to 2000, he was the Vice President of Finance and Operations for 2 different printing companies in Chicago since 1989. He also worked for 2 years in public accounting. Scott graduated from Trinity Christian College, Palos Heights, IL in 1987 with a B.S. in Account. Scott is a Certified Public Accountant.

### **Dick Milaeger – Executive Vice President / Senior Project Manager**

Dick is a third generation well contractor with extensive field knowledge in well drilling and pump service. He has been a Sales Engineer for Municipal Well & Pump since 1992 with expertise in well drilling, rehabilitation, pump engineering, water treatment and water systems design. Dick was also the Owner & President of Milaeger Well & Pump from 1983 to 1992 and was Director of Sales from 1976 to 1983. Dick is a Graduate of University of Wisconsin with a Bachelor of Science in Mining Engineering. Dick is a licensed Pump Installer in Wisconsin & Illinois; he is also a licensed Well Driller in Illinois.

### **Tracy Greenfield - Vice President / Senior Project Manager**

Tracy has been a Project Manager and Estimator for Municipal Well & Pump since 1987. He has expertise in well construction, vertical turbine and submersible pump installations and well rehabilitation. He was also a Driller & Pump Installer for Bloyer Well Company from 1978 to 1987. He graduated from the University of Wisconsin with a Bachelor of Science in Civil Engineering. Tracy is a licensed Pump Installer and Well Driller in Wisconsin & Illinois.

### **Marty Van Ells – Vice President / Senior Project Manager**

Marty began working for Municipal Well and Pump in 1986 as an Operator. In 1996, he was promoted to Field Operations Manager. Then in 1998, Marty decided to take a Plant Manager position with AJS & Associates in Random Lake, Wisconsin. In February, 2003, after 5 years, Marty decided to return to MWP for a Sales / Project Manager position. Marty has extensive experience with Well rehabilitations, vertical turbine pumps, submersible pumps and horizontal pumps.

### **Patrick Harrington - Sales / Project Manager**

Patrick joined Municipal Well and Pump in December 2012 after working for Wisconsin Rural Water Association. Patrick has worked closely with water utilities since 2004, first as a source water specialist then a trainer with WRWA. He has experience and expertise in groundwater and wells. In 1994, Patrick received a Bachelor of Science degree in Water Resources and Soil Science from the University of Wisconsin – Stevens Point and is currently working on a Master of Science degree in Environmental Science and Analysis at the University of Wisconsin – Green Bay.

### **John Jensen – Sales / Senior Project Manager**

John began working for Municipal Well and Pump in January 2017. He previously worked for the Layne Christensen Company for 20+ years as Branch Manager/Account Manager in Layne's Wausau WI location. John has extensive experience in well rehabilitation and pump repair projects and has participated in several water exploration and well construction projects over the course of his career. John has a Communications/Public Relations degree from the University of Wisconsin-Milwaukee. He looks forward to continuing to service municipal and industrial clients in Central and Northern Wisconsin as a member of the Municipal Well and Pump team.

### **Brian Brodersen, P.E. – Senior Project Engineer**

Brian joined Municipal Well and Pump in December 2016 after nearly 23 years at Layne Christensen Company as a Design Engineer and Project Manager. He has extensive professional experience in the water industry that includes well rehabilitation, well construction, pump design, installation and repair. Brian has Bachelor of Science and Master of Science degrees in Civil Engineering from the University of Wisconsin-Milwaukee. He is a licensed Professional Engineer in Wisconsin and also holds a Wisconsin Pump Installer license and a Wisconsin Small System Operator license.

### **Mark Mueller – Sales / Project Manager**

Mark began working for Municipal Well and Pump in 2018. Prior to joining the team at MWP, Mark had 26 years of experience as a Water Chemistry Lab Director/Tech working at Suburban Laboratories Inc. and McHenry Analytical. He received his Bachelor of Science in Water Chemistry from University of Wisconsin-Stevens Point in 1992 and is certified IEPA IC Chemist. Mark is also certified as an Illinois IDPH Microbiologist and Wisconsin Microbiologist.



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October 22, 2020

TRACY GREENFIELD  
PO BOX 311  
WAUPUN, WI 53963

Dear TRACY GREENFIELD,

Your WATER WELL & PUMP INSTALLATION license expires 01-31-2022. This letter shall serve to meet the requirements of 225 ILCS 345, Section 14 which requires the licensee to conspicuously display his license at his principal place of business. The wallet card is not being sent at this time.

FRONT:

	<b>WATER WELL &amp; PUMP INSTALLATION</b>	
License ID 102-003407	Issued 10/22/2020	Expiration 01/31/2022
TRACY GREENFIELD PO BOX 311 WAUPUN, WI 53963		
Environmental Health See Reverse for Licensure		

BACK:

TRACY GREENFIELD	102-003407
<b><u>WATER WELL &amp; PUMP INSTALLATION</u></b> <b><u>CONTRACTOR LICENSE for:</u></b>	
Water Well Drilling, Alteration, or Repair and Water Well Pump Installation or Repairing Pumps and Pumping Equipment	
Alteration of this certification shall result in legal action. This certification issued under authority of State of Illinois Department of Public Health	

If you have any questions, please contact the Private Water Well Program at (217) 782-5830.

CONTRACT DOCUMENTS

DIVISION II: STANDARD DOCUMENT FORMS  
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Contract Agreement	SDF-1-1
Performance and Payment Bond(s)	SDF-2-1
Certificate of Compliance	SDF-3-1
Certification for Contract	SDF-4-1
Certification for Contract	SDF-5-1
Notice of Award	SDF-6-1
Notice to Proceed	SDF-7-1
Change Order	SDF-8-1
Work Directive Change	SDF-9-1

## CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the 13<sup>th</sup> day of December in the year 2021, by and between the CITY OF GENEVA, Illinois (hereinafter called OWNER) and Municipal Well & Pump (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1: WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: the proper permitting, mobilization, pulling the existing pump and motor, rehabilitation work, reinstall the pump and motor, testing and chlorination of the 300 HP motor and 1200 GPM pump set at 753' in a deep sandstone well and related work in accordance with the Contract Documents in Geneva, Illinois, for the Well No. 13 Maintenance Project.

### ARTICLE 2: ENGINEER

The Project has been designed by Rempe-Sharpe and Associates, Inc., 324 West State Street, Geneva, Illinois, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3: CONTRACT TIME AND LIQUIDATED DAMAGES

3.1. The Work will be substantially completed within 140 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 150 calendar days from the date when the Contract Time commences to run.

3.2. LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### ARTICLE 4: CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: at the lump sum or unit prices stated in the Bid and totaling \$ 252,719.00.

#### ARTICLE 5: PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 20th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less that aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90% of Work completed. If Work had been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial completion will be in an amount equal to 100% of the Work completed.

50% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

## ARTICLE 6: INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## ARTICLE 7: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance of furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTORS in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## ARTICLE 8: CONTRACT DOCUMENTS

Document which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 5 inclusive).
- 8.2. Advertisement for Bids.
- 8.3. Information for Bidders.
- 8.4. Contractor's Bid and Bond.
- 8.5. Performance and other Bonds, identified as Section SDF - 2.
- 8.6. Certificate of Compliance.
- 8.7. Certification of Contract.
- 8.8. Certification of Contract.
- 8.9. Notice of Award.
- 8.10. Notice to Proceed.
- 8.11. General Conditions (pages 1 to 42, inclusive).
- 8.12. Supplementary Conditions (pages 1 to 2, inclusive).
- 8.13. Special Provisions.
- 8.14. Standard Specifications and Drawings as set forth in Division V - Standard Specifications and Drawings.
- 8.15. Drawings consisting of two sheets bound within, inclusive, with each sheet bearing the following general title: WELL NO. 13 MAINTENANCE, Geneva, Illinois.
- 8.16. Addenda numbers 1 to 1, inclusive.
- 8.17. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.18. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9: MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10: OTHER PROVISIONS

Notwithstanding any provision of this Contract to the contrary, the services, labor, materials and equipment provided by Contractor are for the construction of a public improvement as defined by Section 23 of The Mechanic's Lien Act of the State of Illinois (Ch. 82, Sec. 23, Ill. Rev. Stat., 1989). Contractor, its subcontractors, material men, and employees shall not suffer or permit any mechanic's lien to be filed against any such real property upon which the work is performed. If any such mechanic's lien shall at any time be filed against any such real property, Contractor shall cause same to be discharged of record within 15 days after the date of filing. If Contractor shall fail to discharge such lien within said period, then, in addition to any other right or remedy of the City, the City may, but shall not be obligated to, discharge the same by paying the amount claimed to be due and deducting the amount so paid from the balance owed Contractor.

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

This Agreement will be effective on December 13, 2021.

CONTRACTOR: Municipal Well & Pump

BY [Signature]



[CORPORATE SEAL] Scott De Young  
President

Attest [Signature]  
Address for giving notices

1212 Storbeck Drive

Waupun, WI 53963

License No. \_\_\_\_\_

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

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

OWNER: CITY OF GENEVA

BY [Signature]



[CORPORATE SEAL]

Attest [Signature]  
Address for giving notices

22 South First Street

Geneva, IL 60134

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

ACTION BY THE UNANIMOUS WRITTEN CONSENT  
OF THE DIRECTORS OF MIDWEST WELL SERVICES, INC.  
IN LIEU OF A SPECIAL MEETING OF DIRECTORS

---

The undersigned, being all the directors of MIDWEST WELL SERVICES, INC., do hereby adopt the following actions as the actions of the corporation's directors in lieu of an annual meeting of the directors, by unanimous written consent, pursuant to Section 180.0821 of the Wisconsin Statutes.

RESOLVED: That the Board of Directors approve and authorize, the election of the following officers:

President/Treasurer	Scott A. De Young
Exec. Vice President	Richard N. Milaeger
Vice President	Tracy R. Greenfield
Vice President	Martin T. Van Ells
Secretary	Shelly S. Schulz
Assistant Secretary	Gretchen Schaver

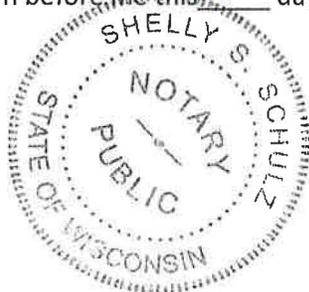
BE IT FURTHER RESOLVED: Each officer noted above is hereby authorized to sign contracts on behalf of the corporation. Additionally, Brian Brodersen, Senior Project Engineer, is authorized to sign bond agreements, bid documents and contracts as an agent of Midwest Well Services, Inc.

This instrument dated effective this 9th day of February 2021, to be part of the minutes of the corporation.

  
\_\_\_\_\_  
Scott A. De Young, Director

  
\_\_\_\_\_  
Richard N. Milaeger, Director

Subscribed and sworn before me this 9th day of Feb, 2021.



  
\_\_\_\_\_  
Shelly S. Schulz

Commission Exp. 6/19/24

# AIA Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

1212 Storbeck Dr

Waupun, WI 53963

**OWNER:**

*(Name, legal status and address)*

City of Geneva

22 S 1st St

Geneva, IL 60134

**CONSTRUCTION CONTRACT**

Date: 12/13/2021

Amount: \$252,719.00

**Description:**

*(Name and location)*

Well #13 Maintenance Project No. GE-552

**SURETY:**

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

Old Republic Surety Company

P.O. Box 1635

Milwaukee, WI 53201-1635

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.

**BOND**

Date: 12/22/2021

*(Not earlier than Construction Contract Date)*

Amount: \$252,719.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

Signature:

Name: Scott De Young  
and Title: President

*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company:

*(Corporate Seal)*  
Old Republic Surety Company

Signature:

Connie Smith  
and Title: Connie Smith, Attorney-in-fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

J. Ryan Bonding, Inc.  
2920 Enloe St., Ste 103  
P.O. Box 465  
Hudson, WI 54016  
800-535-0006

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
Rempe-Sharpe And Associates, Inc.  
324 W State St  
Geneva, IL 60134



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: None

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

# AIA Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

1212 Storbeck Dr  
Waupun, WI 53963

**OWNER:**

*(Name, legal status and address)*

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

**CONSTRUCTION CONTRACT**

Date: 12/13/2021

Amount: \$252,719.00

**Description:**

*(Name and location)*

Well #13 Maintenance Project No. GE-552

**SURETY:**

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

Old Republic Surety Company  
P.O. Box 1635  
Milwaukee, WI 53201-1635

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date: 12/22/2021

*(Not earlier than Construction Contract Date)*

Amount: \$252,719.00

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company:

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

Signature:

Name: Scott De Young  
and Title: President

*(Any additional signatures appear on the last page of this Payment Bond.)*

**SURETY**

Company:

*(Corporate Seal)*  
Old Republic Surety Company

Signature:

Connie Smith  
Connie Smith, Attorney-in-fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

J. Ryan Bonding, Inc.  
2920 Enloe St. Ste 103  
P.O. Box 465  
Hudson, WI 54016  
800-535-0006

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
Rempe-Sharpe And Associates, Inc.  
324 W State St  
Geneva, IL 60134

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: None

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU, SAMUEL DUCHOW of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October, 2021

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



24-5172

Signed and sealed at the City of Brookfield, WI this 22nd day of November, 2021

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)





## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Sterk Insurance Agency, Inc.</b>		NAMED INSURED Midwest Well Services, Inc. DBA Municipal Well & Pump DBA Pumpstation Professionals Mr. Scott De Young P.O. Box 311 Waupun, WI 53963	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

## ADDITIONAL REMARKS

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

## Description of Operations/Locations/Vehicles:

Rempe-Sharpe & Associates, Inc., and City of Geneva is added as Additional Insured, as required by written contract, to the Business Auto & General Liability on a primary and non-contributory basis including completed operations, with respect to work performed by the insured. Waiver of subrogation in favor of additional insured is included for General Liability, Business Auto, and Workers Compensation. Umbrella written on following form.

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 Municipal Well & Pump (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.

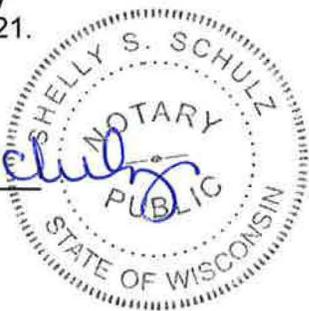
Municipal Well & Pump  
(Name of Contractor)

BY: 

TITLE: Scott De Young, President

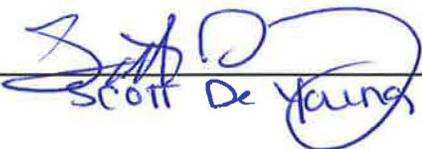
Subscribed and sworn to  
before me this 22 day  
of Nov, 2021.

Shelly S Schulz  
Notary Public



CERTIFICATION FOR CONTRACT

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder 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 known as WELL NO. 13 MAINTENANCE.

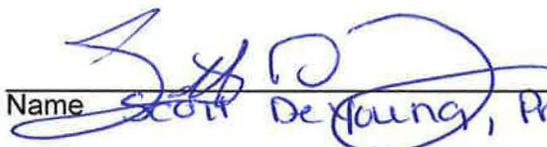
Name  Scott De Young, President

Municipal Well & Pump  
Company

11/22/2021  
Date

CERTIFICATION FOR CONTRACT

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder is fully aware 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 Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. And the Act and shall maintain all records relating to this Agreement WELL NO. 13 MAINTENANCE in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City. Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents 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 basis of extension under the Act permits, consider such extensions.

  
Name Scott DeYoung, President

Municipal Well & Pump  
Company

11/22/2021  
Date

NOTICE OF AWARD

Dated November 15, 2021

TO: Municipal Well & Pump

ADDRESS: 1212 Storbeck Drive

Waupun WI 53963

920-324-3400

PROJECT: Well No. 13 Maintenance

CONTRACT FOR: consists of the proper permitting, mobilization, pulling the existing pump and motor, rehabilitation work, reinstall the pump and motor, testing and chlorination of the 300 HP motor and 1200 GPM pump set at 753' in a deep sandstone well and related work in accordance with the Contract Documents in Geneva, Illinois, for the Well No. 13 Maintenance Project.

You are notified that your Bid dated October 25, 2021 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the WELL NO. 13 MAINTENANCE Project.

The Contract Price of your contract for Two Hundred Fifty-Two Thousand, Seven Hundred Nineteen Dollars and No Cents (\$252, 719.00).

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Four (4) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award.

1. You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 17), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedent).

Addendum #1 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with these conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

**CITY OF GENEVA**

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

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

Copy to ENGINEER

NOTICE TO PROCEED

Dated December 13, 2021

TO: Municipal Well & Pump

ADDRESS: 1212 Storbeck Drive

Waupun, WI 53963

920-324-3400

PROJECT: WELL NO. 13 MAINTENANCE

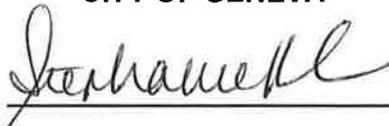
CONTRACT FOR: consists of the proper permitting, mobilization, pulling the existing pump and motor, rehabilitation work, reinstall the pump and motor, testing and chlorination of the 300 HP motor and 1200 GPM pump set at 753' in a deep sandstone well and related work in accordance with the Contract Documents in Geneva, Illinois, for the Well No. 13 Maintenance Project.

You are hereby notified that the Contract Time under the above contract will commence to run on December 13, 2021. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are May 2, 2022 and May 12, 2022, respectively.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you and OWNER must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Copy to ENGINEER  
(Use Certified Mail,  
Return Receipt Requested)

CITY OF GENEVA

BY: 

TITLE: City Administrator

**CHANGE ORDER FORM**

No. \_\_\_\_\_

=====

PROJECT: WELL NO. 13 MAINTENANCE DATE OF ISSUANCE:

OWNER: City of Geneva

ADDRESS: 22 South First Street  
Geneva, IL 60134

CONTRACTOR: Municipal Well & Pump

ENGINEER: Rempe-Sharpe and Associates, Inc.

CONTRACT FOR: \$252,719.00

=====

You are directed to make the following changes in the Contract Documents.

Description:

Purpose of Change Order:

=====

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price

Original Contract Time

\$ \_\_\_\_\_

\_\_\_\_\_

Previous C. O. Nos. \_\_\_\_\_ to \_\_\_\_\_

Net change from previous C. O.

\$ \_\_\_\_\_

\_\_\_\_\_

Contract Price prior to this C. O.

Contract Time prior to this C. O.

\$ \_\_\_\_\_

\_\_\_\_\_

Net Decrease/Increase of this C. O.

Net Decrease/Increase of this C. O.

\$ \_\_\_\_\_

\_\_\_\_\_

Contract Price with all approved C.O.s

Contract Time with all approved C.O.s

\$ \_\_\_\_\_

\_\_\_\_\_

=====

RECOMMENDED:

APPROVED:

APPROVED:

by \_\_\_\_\_  
Rempe-Sharpe and Associates

by \_\_\_\_\_  
City of Geneva

by \_\_\_\_\_  
Municipal Well & Pump

WORK DIRECTIVE CHANGE

No.: \_\_\_\_\_

PROJECT:

DATE OF ISSUANCE:

OWNER:

OWNER'S PROJECT NO.:

ADDRESS

CONTRACTOR:

ENGINEER:

ENGINEER'S PROJECT NO.:

CONTRACT FOR:

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

Description:

Purpose of Work Directive Change:

Attachments: (list documents supporting change)

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

Method of determining change in Contract Time:

- Time and materials
- Unit prices
- Cost plus fixed fee
- Other

- Contractor's records
- Engineer's records
- Other

Estimated increase (decrease) in Contract Price: \$ \_\_\_\_\_  
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Time: \_\_\_\_\_ days.  
If the change involves an increase the estimated amount is not to be exceeded without further authorization.

RECOMMENDED: \_\_\_\_\_

AUTHORIZED: \_\_\_\_\_

by \_\_\_\_\_  
Engineer

by \_\_\_\_\_  
Owner

STANDARD GENERAL CONDITIONS OF THE CONTRACT

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payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

**DRAWINGS** - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

**EFFECTIVE DATE OF THE AGREEMENT** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**ENGINEER** - The person, firm or corporation named as such in the Agreement.

**FIELD ORDER** - A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5, but which does not involve a change in the Contract Price or the Contract Time.

**GENERAL REQUIREMENTS** - Sections of the Special Provisions and Material and Equipment Specifications.

**LAWS AND REGULATIONS; LAWS OR REGULATIONS** - Laws, rules, regulations, ordinances, codes and/or orders.

**NOTICE OF AWARD** - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

**NOTICE TO PROCEED** - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

**OWNER** - The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

**PARTIAL UTILIZATION** - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

**PROJECT** - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part, as indicated elsewhere in the Contract Documents.

**RESIDENT PROJECT REPRESENTATIVE** - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

**SHOP DRAWINGS** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

## **ARTICLE 2 - PRELIMINARY MATTERS**

### **DELIVERY OF BONDS:**

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

### **COPIES OF DOCUMENTS:**

2.2. OWNER shall furnish to CONTRACTOR up to four copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:**

2.3. The CONTRACTOR shall commence Work on the Project within ten days following the date of Notice to Proceed or on the date indicated in the Notice to Proceed. Said date shall be the date the Contract Time will commence.

### **STARTING THE PROJECT:**

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

### **BEFORE STARTING CONSTRUCTION:**

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2. A preliminary schedule of Shop Drawings submissions; and

2.6.3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and, before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

#### AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.4.1. A formal Written Amendment,
- 3.4.2. A Change Order (pursuant to paragraph 10.4), or
- 3.4.3. A Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplement, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.5.1. A Field Order (pursuant to paragraph 9.5),
- 3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

#### REUSE OF DOCUMENTS:

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

4.6. Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that, because of newly discovered conditions, a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.7. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

#### PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

4.8. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.8.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.8.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.9. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

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

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least sixty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing "defective" Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

#### CONTRACTUAL LIABILITY INSURANCE:

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR'S obligations under paragraphs 6.30 and 6.31.

#### OWNER'S LIABILITY INSURANCE:

5.5. OWNER shall be responsible for purchasing and maintaining OWNER'S own liability insurance and, at OWNER'S option, may purchase and maintain such insurance as will protect OWNER against claims which may arise for operations under the Contract Documents.

#### PROPERTY INSURANCE:

5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER'S consultants in the Work, all of

ENGINEER'S consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that, in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insured or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER'S consultant, OWNER will obtain the same and, if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

#### RECEIPT AND APPLICATION OF PROCEEDS:

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER, as trustee, shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER'S exercise of this power. If such objection be made, OWNER, as trustee, shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

#### ACCEPTANCE OF INSURANCE:

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 and 9.16.

#### ADJUSTING PROGRESS SCHEDULE:

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

#### SUBSTITUTES OR "OR EQUAL" ITEMS:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR

Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

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

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

#### PATENT FEES AND ROYALTIES:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and, if to the actual knowledge of OWNER or ENGINEER, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### PERMITS:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

#### LAWS AND REGULATIONS:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work.

RECORD DOCUMENTS:

6.19. CONTRACTOR shall maintain, in a safe place at the site, one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

SAFETY AND PROTECTION:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other 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, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, methods, techniques, sequences or procedures of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER'S review and approval for Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

#### CONTINUING THE WORK:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

#### INDEMNIFICATION:

6.30. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limit 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, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss or use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, 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, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone

Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER'S responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

#### **OWNER'S REPRESENTATIVE:**

9.1. ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

#### **VISITS TO SITE:**

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will

DETERMINATIONS FOR UNIT PRICES:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR, ENGINEER will review with CONTRACTOR, ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER'S written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

DECISIONS ON DISPUTES:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.13. Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents, the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, directions, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

#### **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim, with supporting data, shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1.).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

#### **COST OF THE WORK:**

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4, all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

**CASH ALLOWANCES:**

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

**UNIT PRICE WORK:**

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

#### UNCOVERING WORK:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is "defective", CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be "defective", CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

#### OWNER MAY STOP THE WORK:

13.10. If the Work is "defective", or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR

**OWNER MAY CORRECT DEFECTIVE WORK:**

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct "defective" Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's "defective" Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER's rights and remedies hereunder.

**ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

**SCHEDULE OF VALUES:**

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

**APPLICATION FOR PROGRESS PAYMENT:**

14.2. At least thirty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review, an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are

14.7.1. the Work is "defective", or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct "defective" Work or complete Work in accordance with paragraph 13.14, or

14.7.4. of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

#### SUBSTANTIAL COMPLETION:

14.8. When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will, within fourteen days after submission of the tentative certificate to OWNER, notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding to OWNER and CONTRACTOR until final payment.

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or "defective". CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

FINAL PAYMENT AND ACCEPTANCE:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and

CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5. if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the Work performed.

GENERAL:

16.4. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.4 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.5. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

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DIVISION III

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

SC-3.1. DISCREPANCY BETWEEN PARTS OF THE CONTRACT DOCUMENTS

In case of a discrepancy between any part or parts of the Contract Documents with any part or parts thereof, preference shall be given in the following order:

- a) Addenda (later dates take precedence over earlier dates),
- b) Special Provisions,
- c) Supplementary General Conditions of the Contract,
- d) Standard General Conditions of the Contract,
- e) Material and Equipment Specifications, (if included)
- f) Contract Drawings (detailed drawings take precedence over general drawings), and
- g) Standard Specifications.

SC-3.2. INTENT OF DOCUMENTS

In case of a conflict between the provisions of the Contract Documents and any referenced standard specifications, manuals or codes of technical societies, organizations or associations, the provisions of the Contract Documents will take precedence.

SC-5.3. CONTRACTOR'S LIABILITY INSURANCE

The limits of liability for the insurance required by paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.3.1 and 5.3.2. Worker's Compensation, etc. under paragraphs 5.3.1 and 5.3.2 of the General Conditions:

- |                                               |                       |
|-----------------------------------------------|-----------------------|
| (1) State:                                    | Statutory             |
| (2) Applicable Federal (e.g. Longshoreman's): | Statutory             |
| (3) Employer's Liability:                     | <u>\$1,000,000.00</u> |

5.3.3, 5.3.4, 5.3.5 and 5.3.6. Comprehensive General Liability (under paragraphs 5.3.3 through 5.3.6 of the General Conditions):

- |                                                                            |                        |
|----------------------------------------------------------------------------|------------------------|
| (1) Bodily Injury (including completed operations and products liability): |                        |
| \$ <u>3,000,000.00</u>                                                     | Each Occurrence        |
| \$ <u>3,000,000.00</u>                                                     | Annual Aggregate       |
| Property Damage:                                                           |                        |
| \$ <u>3,000,000.00</u>                                                     | Each Occurrence        |
| \$ <u>3,000,000.00</u>                                                     | Annual Aggregate       |
| or combined single limit of                                                | \$ <u>3,000,000.00</u> |

(2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages.

(3) Personal Injury, with employment exclusion deleted

\$ 1,000,000.00 Annual Aggregate

5.3.7. Comprehensive Automobile Liability:

Bodily Injury:

\$ 2,000,000.00 Each Person  
\$ 2,000,000.00 Each Occurrence

Property Damage:

\$ 2,000,000.00 Each Occurrence  
or combined single limit of \$ 2,000,000.00

SC-5.4. CONTRACTUAL LIABILITY INSURANCE

The Contractual Liability required by paragraph 5.4 of the General Conditions shall provide coverage for not less than the amounts listed in paragraph SC-5.3. The Contractor will be required to provide a certificate of insurance naming the City of Geneva and Rempe-Sharpe and Associates, as additionally insured. The additional insured endorsement, attached hereto, and made a part hereof as Div. III GC-3 1 (1) on the following page, shall be approved by and shall be included in the Policies of Insurance to be provided.

SC-6.14. PREVAILING WAGE

As set forth in the Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Sects. 39s-1-12), the general prevailing rate of wages in the locality for each craft or type or worker or mechanic needed to execute the Contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the public body or by the Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work, and it shall be mandatory upon the Contractor to who the Contract is awarded and upon any subcontractor under him, and where the public body performs the work, upon the public body, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the Contract or such work.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, in connection with said public work, and showing also the actual hourly wages paid to each of such persons, which record shall be open at all reasonable hours to the inspection of the public body awarding the Contract, its officers and agents, and to the Director of Labor and his deputies and agents.

SC-6.15. SALES TAXES

Under Rule No. 40 of the Illinois - Retailers' Occupation Tax - Rules, issued April 15, 1965, sales to governmental bodies are exempt from State and local Retailers' Occupation Tax, State and local Service Occupation Tax, Use Tax and Service Use Tax.

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DIVISION IV - GENERAL PROJECT SPECIFICATIONS  
SECTION 1 - GENERAL BASIS OF PAYMENT FOR WORK

1.01. UNIT PRICE ITEMS OF WORK

1.01.01. DESCRIPTION

Where the documents state payment is to be based on unit price, the Contractor shall furnish all materials, construct and fully complete the work of each unit price item, in the quantities, and to the lines and grades shown or specified, encountered in the work, or ordered by the Engineer.

In addition to the principal items of work scheduled, herein, the work shall include all accessories, appurtenances or other work required for the completion of each item; except those related to work of these items but specifically included under other work items of this Contract.

1.01.02. PAYMENT

Payment for the work of the unit price items will be made at the Contract Unit Prices stated in the Bid and appropriate to each item included under this section.

1.01.03. WORK NOT INCLUDED

No payment will be made for work performed by the Contractor to replace defective work and work which is not shown or ordered, and which is outside the limits shown or ordered. No payment will be made for materials stockpiled by the Contractor for use on the project.

1.02. LUMP SUM ITEMS OF WORK

1.02.01. DESCRIPTION

Where the documents state payment is to be made on the Lump Sum Basis, the Contractor shall furnish all materials, construct, and fully complete the work of the lump sum item, as shown, specified and directed.

In addition to the principal items of work scheduled, herein, the work shall include all accessories, appurtenances, and other work required to complete this Contract and not specifically included under other items of work of this Contract.

1.02.02. PAYMENT

Payment for lump sum items of work will be made at the Contract Lump Sum prices stated in the Contract, which price shall be full compensation for all work and materials required to fully complete the Work as specified.

DIVISION IV - GENERAL PROJECT SPECIFICATIONS  
SECTION 2 - GENERAL SPECIAL PROVISIONS

2.01. INCIDENTAL CONSTRUCTION

The Contractors shall perform all Work indicated or implied in the Contract Documents. All Work not specified, but required to complete the Project in a satisfactory manner, shall be performed by the Contractors. All items of Work not listed in the Bid Items shall be considered as incidental Work to the Contract with no additional compensation allowed.

2.02. ELECTRICAL FACILITIES

Contractor shall coordinate all work with the City of Geneva Electrical Facilities. Contact Jennifer Hinkleman at (630) 232-1501.

2.03. TRAFFIC CONTROL, PROTECTION AND MAINTENANCE

Traffic Control shall be in accordance with 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, any Special Provisions, applicable Highway Standards, and Specific Traffic Control Plans contained in the drawings.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone.

The Contractor shall furnish, erect and maintain all signs, barricades, detour routes and other traffic control devices including flagmen required to maintain any and all traffic control.

Access to abutting properties shall be maintained at all times except for the minimum time required to construct the proposed water main. The Contractor shall maintain at least one lane of traffic at all times with traffic control being in accordance with Drawing U-1 shown on the drawings. During restoration of parkways on City streets, two-lane traffic shall be maintained at all times. At all roadway and driveway crossings, the Contractor shall provide a temporary aggregate surface until the permanent replacement pavement can be constructed, which work will be paid for at the contract unit price for "Temporary Aggregate Surface".

The Contractor shall ensure that all traffic control devices installed by him are operational 24 hours a day, including Sundays and holidays.

Traffic control signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours. Placement of all signs and barricades shall proceed in the direction of flow of traffic. Removal of all signs and barricades shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this Contract, and such devices shall remain the property of the Contractor.

All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24 hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch men, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the City concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

The Contractor shall be required to maintain one lane open for two-way traffic on all streets during construction. The Contractor shall provide flagmen to maintain this traffic as required during all working hours. The cost for said flagmen and all traffic control devices required shall be included in the item for Traffic Control and Protection.

The Contractor shall notify the Emergency Response Authorities including the Fire Department (630-232-2530), Police Department (630-232-4736), and Public Works Department (630-232-1503), one (1) hour prior to all street closings for utility crossings. The Contractor shall notify the Dispatch upon re-opening the street.

The cost of all traffic control, maintenance and protection will be considered incidental to the Contract, with no additional compensation allowed.

#### 2.04. EXISTING UTILITY LOCATIONS

The plans show the location of certain underground and overhead utility lines, water mains, gas mains, telephone lines, and sewers, according to available records. The determination of the exact location of all existing facilities and all other pipes and services, and their proper protection from damage, support and maintenance, during all construction operations is the expressed responsibility of the Contractor.

Existing pipelines or utility lines that may be in conflict with the proposed pipelines or which locations are critical to the placement of the watermain (i.e. at existing sewer lines) shall be exposed prior to commencing trenching excavation for determination if any adjustment is needed. The cost for this work shall be considered incidental to the cost of the Contract and no additional payment will be allowed.

Whenever existing utility lines of any nature are encountered which conflict in location and position with new items under construction, the Contractor shall notify the Owner of the utility and arrange for their removal or relocation. The Contractor shall be required, however, to properly support, protect, replace, or short tunnel existing utilities encountered in the Work which are not in direct conflict with the new construction.

All cost not borne by the conflicting utility shall be borne by the Contractor. No separate payment will be made for any work performed as herein described in the construction of new water mains, gas mains, telephone and electrical lines or ducts, and sewers, or for any costs in connection thereto which the work pertains. The Contractor shall be responsible for the protection from damage and support of the existing water main. Any damage caused by the construction of these facilities shall be corrected at no additional cost to the Owner.

#### 2.05. CLEARING, GRUBBING AND TREE REMOVAL

All work required for clearing, grubbing, tree and stump removal, removal of bushes, and the disposal thereof, shall be performed by the Contractor. Small trees and bushes which have to be removed and are capable of being transplanted, shall be carefully removed and transplanted to a new location selected by the Engineer.

As part of the clearing operation the Contractor will be required to hire a Certified Arborist, to prune and trim any trees or bushes for adequate clearance. Also, the Contractor will be required to remove and relocate any signs, mailboxes, fences, and railroad ties which interfere with construction.

The Contractor shall remove only those trees that are found absolutely necessary to be removed. Prior to commencement of the clearing operation, the contractor, the Engineer, and the certified arborist hired by the Contractor shall inspect the project site and determine which trees and bushes are to be removed and those to be transplanted. Any trees or bushes designated to remain and are damaged by the contractor, shall be inspected by a Certified Arborist and shall be replaced in kind by the contractor at his expense. All trees to be trimmed shall be trimmed by the contractor's certified arborist. All trees which require root pruning shall be root pruned by the contractor's certified arborist.

The cost of all clearing, grubbing, tree and stump removal, trimming, transplanting, root pruning and relocation work shall be considered an incidental cost to the contract.

#### 2.06. CULVERT, STORM SEWER OR PIPELINE PROTECTION

Existing culvert, drain pipes, storm sewers, or sanitary sewers which are to remain shall be carefully protected during construction. Any damage to said pipes shall be repaired and, if required, to be replaced by the Contractor at his expense.

The Contractor shall keep all existing surface drainage channels open and flowing during construction so as not to cause backups and flooding. If required, temporary pipes shall be installed to maintain the channel's flow capacity. Any cost associated with this requirement shall be considered as an incidental cost to the Contract.

2.07. CLEAN UP AND DISPOSAL

The Contractor shall maintain the site in a clean and orderly manner. Debris and surplus material removal and restoration shall proceed as the Work proceeds. If the Owner or the Engineer so directs, the Contractor shall stop all other Work and concentrate on clean-up and restoration. Debris and surplus material shall be disposed of by the Contractor off-site.

The Contractor shall keep the existing adjacent street pavements clean of dirt and debris and, when necessary, clean pavement on a daily basis. The cost for cleaning street pavements shall be considered incidental to the cost of the Contract.

2.08. CONSTRUCTION LIMITS

The Contractor shall confine his operations within the dedicated roadway rights-of-way or easements obtained by the City of Geneva. Any damage outside of said rights-of-way or easements shall be repaired at the Contractor's expense.

2.09. USE OF CITY WATER

The Contractor will be permitted use of the City water for upon 48-hour notice to the City at no cost. Prior to any water use, the Contractor shall rent a hydrant water meter from the City of Geneva Water Department. The City of Geneva will operate all existing valves.

2.10. INSURANCE REQUIREMENTS

The Contractor for the Well No. 13 Maintenance work will be required to provide certificates of insurance naming the City of Geneva, and Rempe-Sharpe and Associates, Inc., as additionally insured as specified in the project specifications.

2.11. EXISTING FENCES, POLES, MAILBOXES, & OTHER SURFACE STRUCTURES

The Contractor shall remove and satisfactorily replace all fences, poles, mailboxes, drainage culverts and other surface structures which the Contractor finds necessary to remove for the purpose of constructing the work of the Contract. Replacement of damaged items shall be of like material, design, and size, and all finished work shall look as close as possible to the existing items. Contractor shall provide to the Engineer notarized photographs of items to be replaced.

The Contractor may use the present materials for replacement provided the materials have not been damaged or marred.

The Contractor shall be responsible for reference staking all fence posts, corner fence posts, poles, mailboxes and other surface structures so as to locate all replacements in its original location.

Satisfactory replacement shall mean approval of the replacement item by the property owner, the City of Geneva, and the Engineer.

The Contractor shall furnish, install and remove temporary fencing at locations where permanent fencing is removed. The temporary fencing shall be constructed along permanent or construction easements to isolate the Contractor's work areas from private property at all times. The temporary fencing shall serve as a barrier to restrict access of small domestic animals and small children into the work areas. The cost of this work shall be considered incidental to the Contract with no additional compensation allowed.

## 2.12. SAFETY AND PROTECTION

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with his work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the worksite and other persons and organizations who may be affected thereby;
2. All of the work and materials and equipment to be incorporated therein, whether in storage on or off site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and of utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other 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, shall be remedied by Contractor. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the public body having jurisdiction has issued a notice to the Owner and the Engineer that the work is acceptable.

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

The Contractor shall prepare and maintain on the jobsite a Construction Site Safety Plan in accordance with the current Occupational Safety and Health Agency (OSHA) Standards and Procedures. The safety plan shall be acceptable to OSHA and contain the name of the individual in the employ of the Contractor responsible for the Construction Site Safety.

2.13. SANITARY FACILITIES

The contractor shall provide sanitary facilities at every location where the contractor's employees or subcontractors are working.

2.14. WORKING HOURS

Working hours in the City of Geneva are from 7:00 a.m. to 7:00 p.m., Monday – Saturday. No equipment shall be started, or material delivered, before 7:00 a.m.

2.15. HISTORICAL BACKGROUND OF WELL NO. 13

In 2006 the well was drilled to a depth of 1310'. A 29-inch diameter hole was drilled to a depth of 160 feet, reduced to 25 inches between 160' and 670', and reduced to 21 inches between 670' and 1310' feet. The well is cased with 26-inch OD pipe from 2' above land surface to a depth of 160 feet, cased with 22-inch OD pipe from 1' above land surface to a depth of 670 feet.

2.16. DISINFECTION OF WATER WELLS

The Contractor shall disinfect the well in accordance with Illinois Water Well Code latest addition.

2.17. SAMPLES AND RECORDS

Water Well No. 13 shall be serviced by a licensed water well driller pursuant to the Water Well and Pump Contractor's License Act.

2.18. PROTECTING WELL

The Contractor shall take adequate precautions to prevent any debris or foreign material from falling into the well. At all times during the abandonment of the well, the Contractor shall tightly seal the stop of the well casing with a suitable wooden plug or by spot welding a steel plate over the top of the well casing when the Contractor is not at the well site.

DIVISION IV - GENERAL PROJECT SPECIFICATIONS  
SECTION 3 - SPECIAL PROVISIONS, BASIS OF PAYMENT

GPS-3 CORRELATION AND INTERPRETATION OF SPECIAL PROVISIONS SECTIONS

The sections included under Division IV - Special Provisions Sections are supplemental to Division V of these Contract Documents entitled "Standard Specifications and Drawings" and are intended to revise said Standard Specifications to more fully specify the work and materials to be incorporated into this project.

In case of conflict with the Standard Specifications, the Special Provisions as contained herein shall take precedence and govern.

The intent of referencing "Applicable Standard Specifications" is to note which sections of the Standard Specifications apply in addition to the applicable provisions of these Contract Documents.

GPS- 3. PRINCIPAL ITEMS OF WORK: WELL CONSTRUCTION

3.01. GENERAL

Work to be done under these specifications includes the furnishing of all labor, material, transportation, tools, supplies, equipment and appurtenances necessary for the complete and satisfactory well and pump maintenance of a deep aquifer well.

The Contractor will obtain and pay for any state, county, municipal, or Illinois Department of Public Health permits which are required.

The Contractor shall perform all work indicated or implied in the Contract Documents. All work not specified, but required to complete the Project in a satisfactory manner, shall be performed by the Contractor. All items of work not listed in the Bid Items shall be considered as Incidental Work to the Contract with no additional compensation allotted.

3.02. MOBILIZATION AND CLEAN UP

3.02.01. DESCRIPTION

Under this item, the Contractor shall be compensated for site work not covered by other items in this Contract. This work will generally consist of the following:

- Equipment transportation
- Equipment set-up and take-down
- Cleanup and proper offsite disposal of all debris
- Any special set-up required by the location of this work
- Site restoration including final grading on the damaged areas

3.02.02. BASIS OF PAYMENT

This work will be paid for at the Contract lump sum price for MOBILIZATION AND CLEAN UP, which price shall be full compensation for all work and materials required.

### 3.03. PULL PUMP AND MOTOR

#### 3.03.01. DESCRIPTION

Under this item the Contractor shall remove the pump and motor from the well and properly store the pump, motor, electrical cable, air lines, and discharge column.

##### A. PROCEDURE

The Contractor shall provide materials to erect pipe storage rack at the site and shall furnish reels on which to store the City's electrical cable and airline.

Prior to starting the work, the power leads shall be disconnected from the motor starter by the Contractor.

Before and during the removal of the pump, the Contractor will measure and record insulation values of the cable and motor for continuity and insulation values to ground using a 500 or a 1000-volt megohmmeter with readings being taken and recorded at 60' intervals. The test shall be conducted at the jobsite and witnessed by a City representative. The Contractor will furnish a written report with a tabulation of the test results to the City along with his recommendations on the reuse of the cable.

##### B. COLUMN PIPE

Column pipe shall be stored in an orderly manner on the pipe rack. Thread protectors shall be used to protect the exposed thread during handling. **All sandblasting shall be performed at the Contractor's facility or a facility at the site which will contain all blast materials or debris.** The inspection will be done in the company of the City's Engineer and the City's representative. Pipe that is determined to be suitable for reuse will be coated with a two-coat system of epoxy coating, or equal that is NSF 61 approved for use in potable water.

The Contractor will submit a price on the Bid Schedule for cutting and threading column pipe. This assumes that some of the pipe may be salvageable by cutting and threading and recoupling. The number of pieces in the Price Schedule is for bidding purposes only and subject to change.

All pipe couplings either new or used shall be drilled and tapped top and bottom for the installation of stainless-steel set screws. These set screws shall be minimum 3/8" diameter cup point hex head set screws.

##### C. ADDITIONAL 10" DISCHARGE COLUMN AND CHECK VALVES

New discharge column shall be furnished with an interior of 10" diameter and a wall thickness of 0.365". The column pipe material shall be ASTM A-53 Grade B or API 5L wrought steel thread and couples pipe to single random lengths. All pipe must have the mill specification stencils on the outside in legible form to be accepted under these Specifications. After delivery to the Contractor and inspection by Owner's Representative, all discharge pipe shall be sandblasted and receive a two (2) coat application inside and out.

The Contractor shall also provide and install two (2) steel vertical column Lakewood surge control type check valve with stainless steel pin at the location above the bowl assembly as indicated or in accordance with manufacturer's recommendations. The vertical check valve shall be of the same diameter as the column pipe and shall allow the column to drain back slowly into the well. Surge valves shall be threaded similar to the pipe couplings.

3.03.02. BASIS OF PAYMENT

The work shall be paid for at the Contract Lump Sum Price for PULL PUMP AND MOTOR, the Contract Lineal Foot Price for SANDBLAST AND PAINT EXISTING DISCHARGE COLUMN , the Contract Price for each NEW COUPLING, and the Contract Price for each RETHREADING PIPE, The Contract Price per lineal foot of COLUMN PIPE and Contract price for each CHECK VALVE, which price shall be full compensation for all work and materials required

3.04. MATERIAL AND EQUIPMENT SPECIFICATIONS

3.04.01. DESCRIPTION

<u>OPERATING CONDITIONS*</u>	<u>SECONDARY OPERATING POINT</u>	<u>PRIMARY OPERATING POINT</u>	<u>SECONDARY OPERATING POINT</u>
Performance data at rated 1760 RPM			
Flow Capacity in GPM	1070	1200	1300
Total Dynamic Head (Ft.) +/- 2'	795	695	595
Minimum Efficiency, Percent	83%	82%	78%

SPECIFIC CONSTRUCTION AND DESIGN CRITERIA

Maximum Motor Speed: 1760 RPM  
 Maximum Motor Horsepower: 300  
 Nominal Rating: 2300 Volts, 4 Pole, 3 Phase, 60 Cycle  
 Minimum Power Cable Size: No. 2, 5Kv  
 Minimum Power Cable Voltage Rating: 5 Kv  
 Column Pipe inside dia./wall thickness: 10"/.365" TH  
 Minimum Impeller Shaft Diameter: 1-15/16"  
 Location of Check Valves Above Bowl: 40.0' and 440.00'  
 Air Line Material: PVC  
 Depth of Pump Setting: 753'

INFORMATION ON EXISTING WELL

Nominal Casing Size: 22" Diameter  
 Well Depth: 1310' +/-  
 Top of Existing Casing: Elevation 735.50 +/-  
 Static Groundwater Depth: 476'  
 Pumped Groundwater Depth: 612'

### 3.04.02. PUMP

After removal from the well, the bowl assembly shall be disassembled from the motor, placed in a horizontal position on a flat firm surface and completely disassembled for inspection by the City at the site, or a site approved by the city. Mobilization of the pump to and from the chosen site shall be included in the bid.

A micrometer inspection of all critical fit areas of the bowl shall be performed by the Contractor with the City's representative present. A tabulation of all micrometer measurements shall be made and compared to the manufacturer's tolerance standard and a written report furnished.

If the cases are repairable, all clearances shall be restored per the Goulds vertical pump repair standards with new wear rings and bushings. New o-rings shall be supplied for each stage connection. After repair and assembly, the entire pump bowl will be cleaned and painted with a two-coat epoxy paint system that is EPA and AWWA approved for use in potable water.

The new submersible pump bowl assembly shall be of the multi-stage vertical turbine-type. The pump bowl castings shall be porcelain coated Class 30 cast iron free of blow holes or sand holes and other defects. Each intermediate bowl stage shall be fitted with a bronze sleeve-type bearing. The impellers shall be bronze of the closed-type and shall be secured to the impeller shaft with stainless steel collets. The impeller shaft shall be of proper size to carry motor horsepower and shall be of 410 stainless steel. The top case of the bowl assembly shall contain an extra-long bronze sleeve bearing surrounded by a grease chamber filled with a special hydraulic grease with a life of from ten to fifteen years. A strainer and water intake shall be built into the lower part of the bowls in which shall be mounted two extra-long bronze guide sleeve bearings. The stainless-steel shaft shall protrude through the strainer and shall be equipped with a flexible jaw-type coupling for connection to the submersible motor.

### 3.04.03. MOTOR

The existing Bryan-Jackson, 300 HP, Type H-14" submersible motor is to be removed from the well and properly inspected. The motor inspection shall be performed at the site. The purpose of this is to evaluate the motor for reuse and all results shall be reported to the City, whose responsibility it shall be to make this decision. If necessary, the motor shall be prepared for shipment to the factory for a credit against the purchase of a replacement motor or to be rebuilt

The sub-bowl assembly is to be disconnected in the proper manner as to prevent any Mercury spillage that may be present in the motor adapter. Any mercury present in the adapter will be removed in a secure container and properly disposed of.

The motor will be kept in a vertical position until the following steps have been completed so that the motor can be placed in a horizontal position for crating and shipment to the factory.

Item 1: Remove the flat cable assembly and install the motor terminal shipping cap.

Item 2: Remove motor coupling without damaging motor shaft.

Item 5: Install shipping cap with the drive coupling and alignment jig, cap screws, and cover gasket.

Motor shipping cap parts to be furnished by the City.

**The decommissioning of the motor is to be undertaken in the presence of a City Representative.**

The well pump shall be driven by a submersible motor. The new motor shall be of the completely enclosed type for continuous duty underwater operation and shall be for use with 3 phase, 60 hertz, 2300-volt AC power and shall be 300 HP. The motor shall have a service factor of at least 1.10. Bronze sleeve bearings shall be provided at each end of the rotor and a pivot shoe type thrust bearing shall carry the weight of all rotating parts and the hydraulic thrust of the pump.

#### 3.04.03. POWER CABLE

The Contractor shall furnish and install with the pump a continuous length of submersible power cable to reach from the motor terminals to not less than 5 feet beyond the well cap of the pitless adapter unit. A separate ground lead sized per N.E.C. requirement shall be supplied and installed with a lugged connection to the upper motor case. Connections to the power cable from the AC motor starter shall be made in the well cap of the pitless adapter unit. The cable shall have three (3) copper conductors of not less than seven (7) strands; each conductor shall have an insulating, watertight, synthetic rubber or plastic jacket; the whole to be enclosed in an outer neoprene, synthetic rubber or plastic jacket which shall be impervious to oil.

The power cable shall be supported on the discharge column pipe by stainless steel bands at intervals not exceeding 10 feet.

If required by the City, the electrical cable shall fully laid out flat and straight on the ground and hypot tested to at least 6000 volts. The Contractor will furnish the results to the City with recommendations on the reuse of the cable.

#### 3.04.04. ALTITUDE LINE, GAUGE, & PRESSURE TRANSDUCER

The altitude line shall be PVC tubing having an OD of 1/4". It shall be able to withstand an internal pressure of 250# and shall be fastened to the column with the electrical cable. A 4-1/2" diameter altitude gauge shall be furnished and installed with the gauge reading in feet.

The Contractor shall remove and replace an existing pressure transducer for electronic monitoring of the Well's water level. The pressure transducer is a Slimline Submersible Pressure Transducer. For removal of the transducer with the pump in service, the pressure transducer is installed a one and a quarter inch (1 1/4") bell end Schedule 40 PVC, banded to the discharge column.

#### 3.04.05. TESTING - FACTORY

A new pump shall be factory tested in accordance with Section B6 of AWWA Standard E-101-88. The following tests will be required: Running Test, Sample Calculation Form Test Readings, and Hydrostatic Test of Bowl Assembly. A non-witness certified factory test shall be conducted in accordance with Section B6 of AWWA Standard E101-88. The Engineer will be furnished two (2) copies of all test data and performance curves. Shipment of the motor shall not be made until the data and curves have been approved by the Engineer.

#### 3.04.06. PUMP TESTING - FIELD

Field testing of the pumping equipment shall be in accordance with Appendix A to AWWA Standard E101-88. Copies of all test report forms shall be filed with the Engineer. The duration of the test shall be six (6) hours

#### 3.04.07. STERILIZATION OF INSTALLED EQUIPMENT

After completion of the installation of the pump and after electrical wiring and discharge piping has been completed, the Contractor shall chlorinate the well and pumping equipment with sufficient hypochlorite solution to provide a chlorine residual of 100 ppm. Disinfection shall be done in accordance with AWWA Standard A-100 Section 11. After disinfecting, water samples collected two consecutive days, 24 hours apart, shall show satisfactory bacteriological results. Bacteriological analysis must be performed by a laboratory certified by the Illinois Department of Public Health. The disinfection procedure shall be repeated until satisfactory bacteriological results are achieved.

#### 3.04.08. BASIS OF PAYMENT

The work will be paid for at the Contract Lump Sum Price for FIELD INSPECTION OF SUBMERSIBLE PUMP AND MOTOR, JACKETED POWER CABLE, ALTITUDE LINE AND GAUGE, TESTING-FACTORY, AND PUMP TESTING-FIELD, which price shall be full compensation for all work and materials required.

#### 3.05. SITE CLEAN-UP

After completion of the installation, the Contractor shall dispose of all surplus material, dirt, pipe, etc. from the project site and leave the site in a neat condition.

#### 3.06. SUMMARY OF PREVIOUS INSTALLATIONS

The Contractor shall submit with the bid, a list of similar installations that have been in continuous operation in excess of ten (10) years. The listing should include the location, size of well pump, and contact person for each installation. The summary shall be used by the Owner to determine the reliability and serviceability of the proposed pump and motor.

3.07. GUARANTEE

The equipment and labor covered by these Specifications shall be guaranteed against defects due to faulty material and workmanship for a period of one (1) year after final approval by the Engineer and Owner.

3.08. CERTIFICATION

The Bidder shall submit certification from the Bidder or the distributor of the equipment to be furnished under the specifications, that replacement parts are readily available for purchase by the Owner without an obligation to retain the services of a specific installation contractor. The certification shall be submitted with the Bid.

3.09 REINSTALLATION

Following all corrective procedures, the pump shall be reinstalled to a setting depth as specified, below the surface plat assembly. The enclosed flat cable shall be banded to the bowl assembly at 2' intervals with stainless steel banding. The round cable shall be padded and banded to the column pipe at approximately 10' intervals. The cable/motor installation shall be megged at 60' intervals, after the motor becomes submerged. An application of API Modified Thread Compound shall be applied to the threads as the pipe joints are made up. All wrench marks will be touched up with EPA approved epoxy paint. All stainless-steel coupling set screws will be replaced.

Following the installation of the pumping unit complete, the well and pump shall be chlorinated in an approved manner. It will be permissible for the Contractor to introduce chlorine while the pump is out of the well. The Contractor shall also thoroughly swab the pump parts, inside and out, before reinstallation with a chlorine mixture.

The contractor shall be responsible for making the Burndy-high voltage tape splice within the pitless adapter. City electricians will connect the power leads at the motor starter and will be responsible for the operation of the starter.

CONTRACT DOCUMENTS

DIVISION V: STANDARD SPECIFICATIONS AND DRAWINGS

TABLE OF CONTENTS

Standard Specifications	SSD-1-1
-------------------------	---------

## DIVISION V - STANDARD SPECIFICATIONS AND DRAWINGS

### SSD-1.01 - STANDARD SPECIFICATIONS

#### SSD-1.01.01. GENERAL

The Standard Specifications, as herein specified, are of a general application and shall apply to all applicable work and materials performed under this Contract unless revised by Special Provisions contained in Division IV of the Contract Documents or as noted in the Contract Drawings. In case of conflict, the Special Provisions shall take precedence and govern.

#### SSD-1.01.02. ILLINOIS WATER WELL CONSTRUCTION CODE

The "Illinois Water Well Construction Code", adopted in 2000, or latest addition, shall govern all water well construction from any of the following:

Illinois Department of Public Health  
245 Roosevelt Road, Building 5  
West Chicago, Illinois 60185

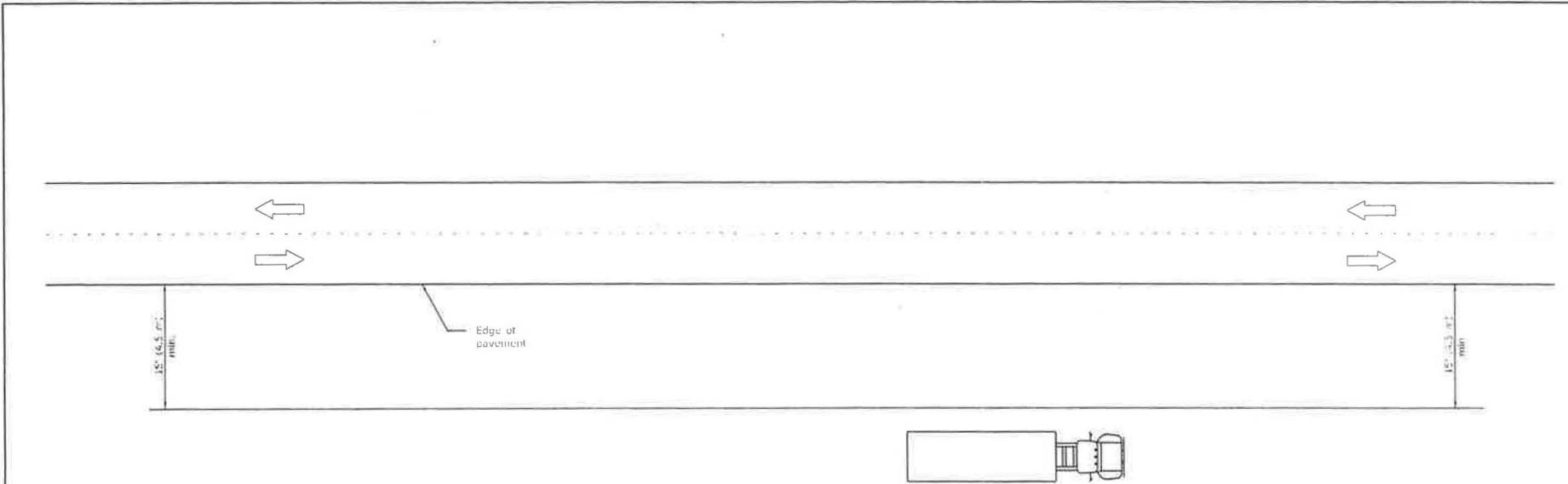
#### SSD-1.01.03. AMERICAN WATER WORKS ASSOCIATES

The "American Water Works Association Standard for Water Wells" shall govern all other construction under this project.

Copies of these specifications are on file with the Engineer, or may be obtained from the American Water Works Association, 6660 West Quincy Avenue, Denver, Colorado 80235.

#### SSD-1.01.02. STANDARD DRAWINGS

The Standard Drawings, as herein enclosed, shall apply to applicable work under this Contract, and shall be considered as part of the Contract Drawings. The Standard Drawings as contained herein are supplemental to the standard drawings contained in the Standard Specifications.



**TYPICAL APPLICATIONS**

- Landscaping work
- Utility work
- Fencing contracts and maintenance
- Cleaning culverts

**GENERAL NOTES**

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.

When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701006.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

DESIGNED BY: [Signature] DATE: 1-1-09

REVIEWED BY: [Signature] DATE: 1-1-09

APPROVED BY: [Signature] DATE: 1-1-09

ENGINEER: [Signature] DATE: 1-1-09

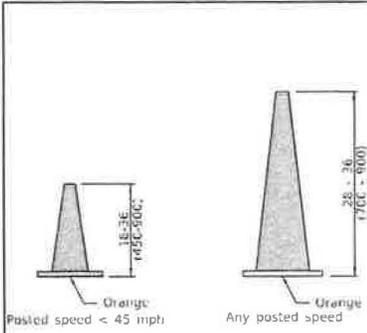
STAFF ENGINEER: [Signature] DATE: 1-1-09

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-05	Revised title and notes.

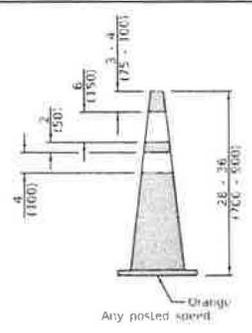
**OFF-RD OPERATIONS,  
2L, 2W, MORE THAN  
15' (4.5 m) AWAY**

**STANDARD 701001-02**

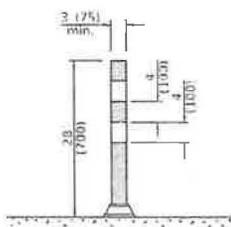
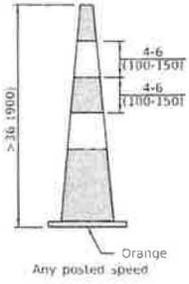




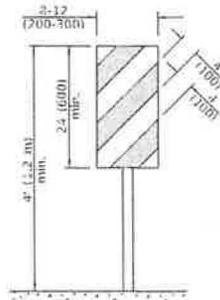
**DAYTIME USE**



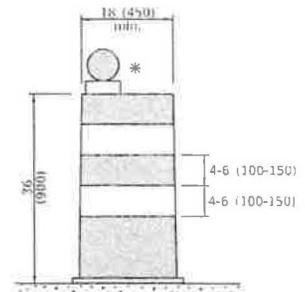
**DAY OR NIGHTTIME USE**



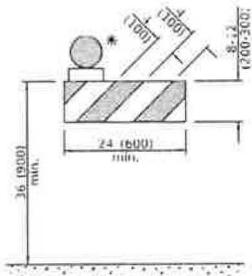
**TUBULAR MARKER**



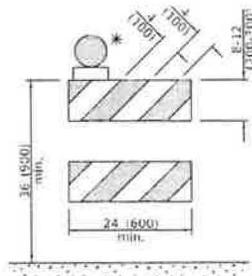
**VERTICAL PANEL  
POST MOUNTED**



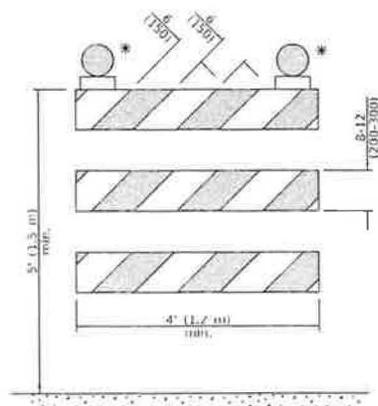
**DRUM**



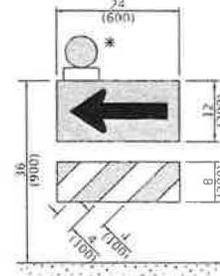
**TYPE I BARRICADE**



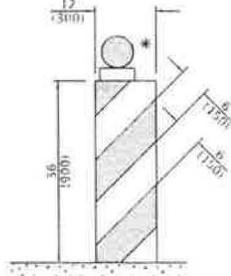
**TYPE II BARRICADE**



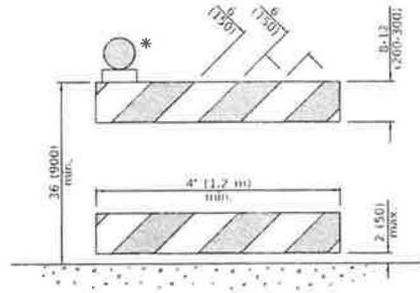
**TYPE III BARRICADE**



**DIRECTION INDICATOR  
BARRICADE**



**VERTICAL BARRICADE**



**DETECTABLE PEDESTRIAN  
CHANNELIZING BARRICADE**

\* Warning lights (if required)

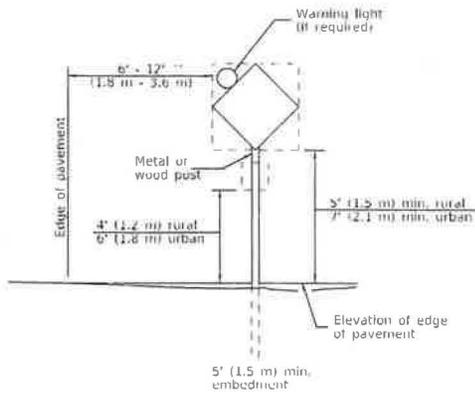
**GENERAL NOTES**

All heights shown shall be measured above the pavement surface.  
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation  
 Approved: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_  
 DRAWING: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 SHEET: \_\_\_\_\_

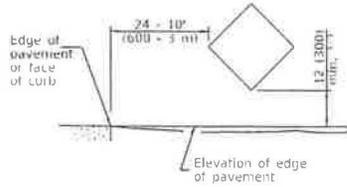
DATE	REVISIONS
1-1-19	Revised cone usage and added cones >36" (900 mm) height.
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

**TRAFFIC CONTROL DEVICES**  
 (Sheet 1 of 3)  
**STANDARD 701901-08**



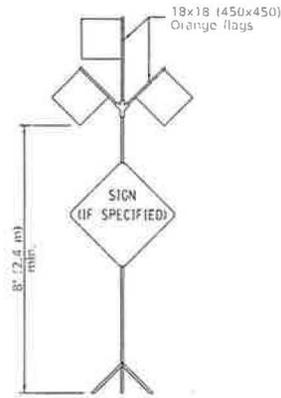
**POST MOUNTED SIGNS**

\* When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



**SIGNS ON TEMPORARY SUPPORTS**

\*\* When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



**HIGH LEVEL WARNING DEVICE**

ROAD CONSTRUCTION NEXT X MILES

G20-1104(0)-6036

END CONSTRUCTION

G21-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

**WORK LIMIT SIGNING**



W21-1115(0)-3618

R2-1-3648

R10-1108p-3618

R2-1106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.



G20-1103-6036

This sign shall be used when the above sign assembly is used.

**HIGHWAY CONSTRUCTION SPEED ZONE SIGNS**

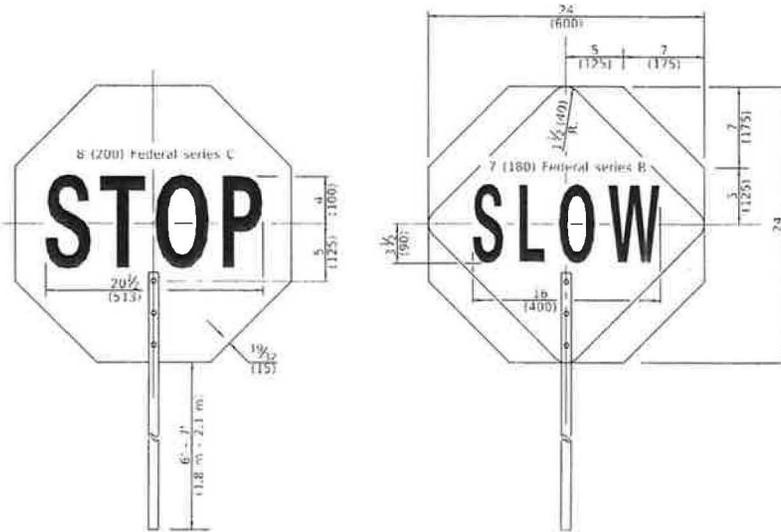
\*\* R10-1108p shall only be used along roadways under the jurisdiction of the State.



W12-1103-4848

**WIDTH RESTRICTION SIGN**

XX'-XX" width and X miles are variable.



FRONT SIDE

REVERSE SIDE

**FLAGGER TRAFFIC CONTROL SIGN**

**TRAFFIC CONTROL DEVICES**

(Sheet 2 of 3)

STANDARD 701901-08

Illinois Department of Transportation

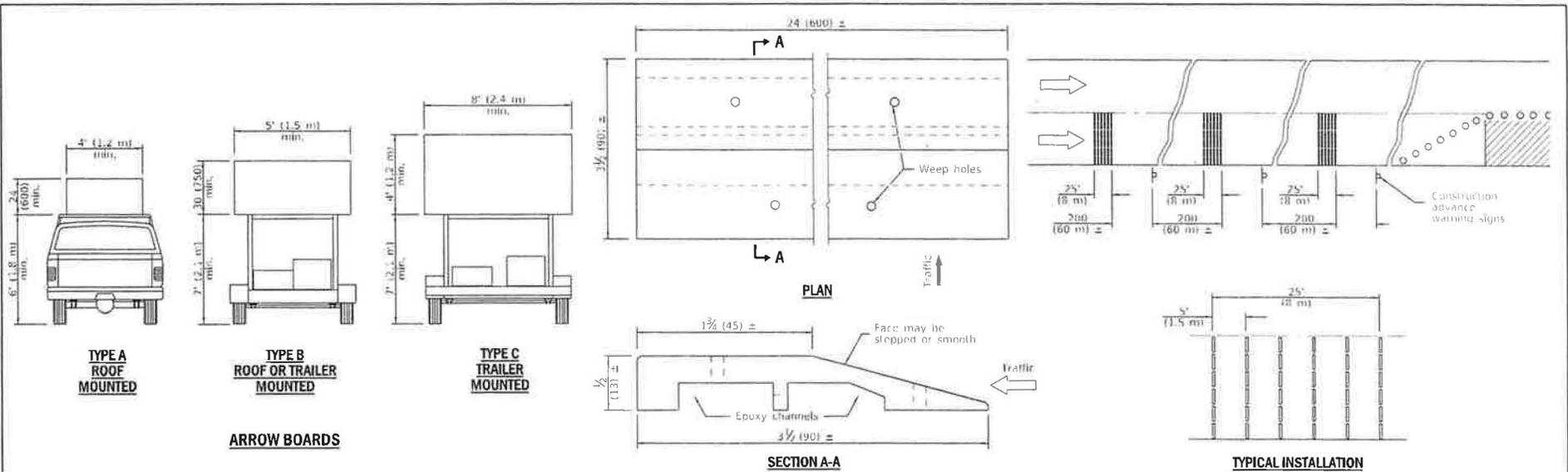
APPROVED BY: [Signature] 7/19

PREPARED BY: [Signature] 7/19

APPROVED BY: [Signature] 7/19

DESIGNED BY: [Signature] 7/19

STREET CHECK



**TYPE A  
ROOF  
MOUNTED**

**TYPE B  
ROOF OR TRAILER  
MOUNTED**

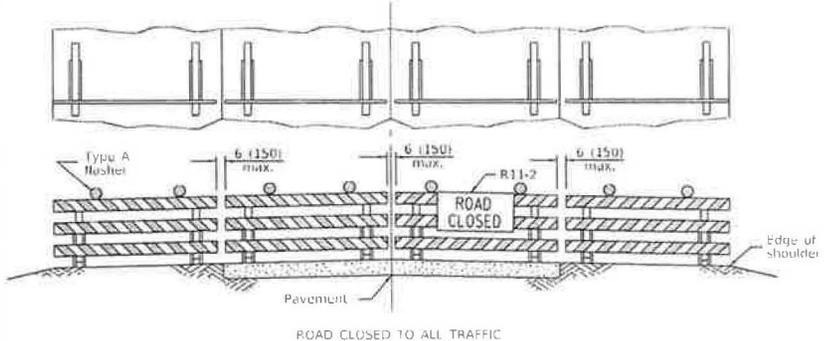
**TYPE C  
TRAILER  
MOUNTED**

**ARROW BOARDS**

**SECTION A-A**

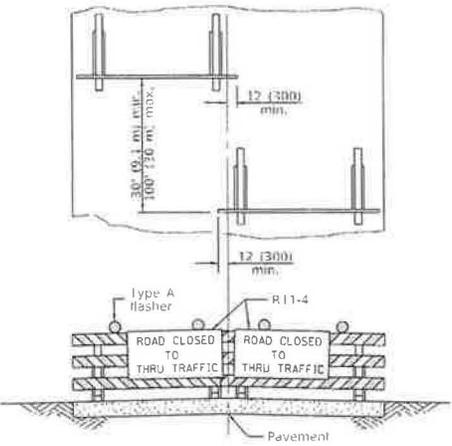
**TEMPORARY RUMBLE STRIPS**

**TYPICAL INSTALLATION**



**ROAD CLOSED TO ALL TRAFFIC**

ReflectORIZED striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



**ROAD CLOSED TO THRU TRAFFIC**

ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

**TYPICAL APPLICATIONS OF  
TYPE III BARRICADES CLOSING A ROAD**

**TRAFFIC CONTROL  
DEVICES**

(Sheet 3 of 3)

**STANDARD 701901-08**

Illinois Department of Transportation

APPROVED: *[Signature]* 7/10

DESIGNED BY: *[Signature]* 7/10

DATE: 7/10

PROJECT: SAFETY SIGN, AHD 701901-08

SCALE: AS SHOWN

PROJECT NO. 701901-08

PROJECT TITLE: SAFETY SIGN, AHD 701901-08

PROJECT LOCATION: ILLINOIS

PROJECT DESCRIPTION: SAFETY SIGN, AHD 701901-08

DIVISION VI – CONTRACT DRAWINGS

(Bound Herein)



**Byron Jackson Pump Division**

**SUBMERSIBLE OUTLINE  
PITLESS ADAPTER  
CONSTRUCTION**

DATE July 2, 2008

NAME OF CUSTOMER City of Geneva

WELL NO. 13

PROPOSITION NO. Contract No. 2

ORDER NO. S4014

PURCHASE ORDER NO. ---

NO OF UNITS One

ADAPTER MANUFACTURER BAKER

MODEL NUMBER 7.5PS2222WB10EO10M12S

10 " 8 T.P.I. - 3/4" TAPER T&C ST'D. COLUMN

12 " MJ Transition Sleeve

BOWL ASSEMBLY 12" EHM / 11 STAGE

300 HP 1751 RPM B.J. SUBM. MOTOR TYPE H

14" SIZE 3 PH. 60 CYCLE 2300 VOLT

1200 GPM 695 TDH

CABLE SIZE #2 VOLTAGE 5KV LENGTH 800'

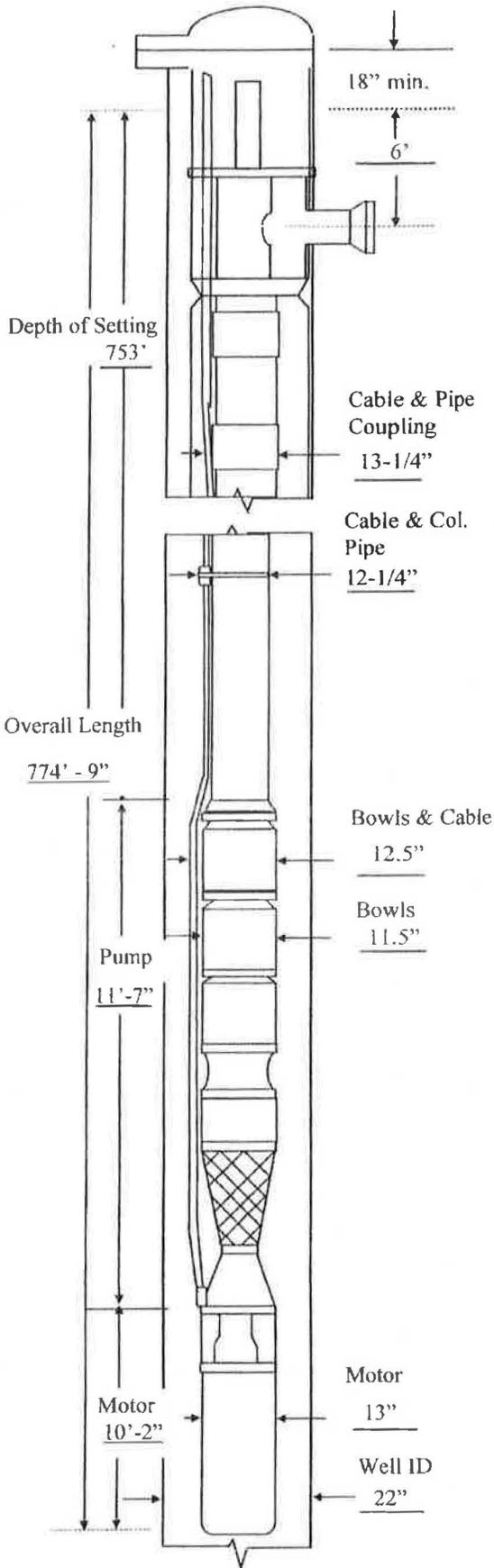
REMARKS (2) 10" surge control valves

Column pipe with NSF 61 Epoxy Coated Dual 1/4" - 753 ft. each.

1000# airlines; (1) Factory non-witness performance test.

1-1/4" PVC carrier tube with shimline transducer. Glued joints.

Motor S/N: 14T-1003-4-1

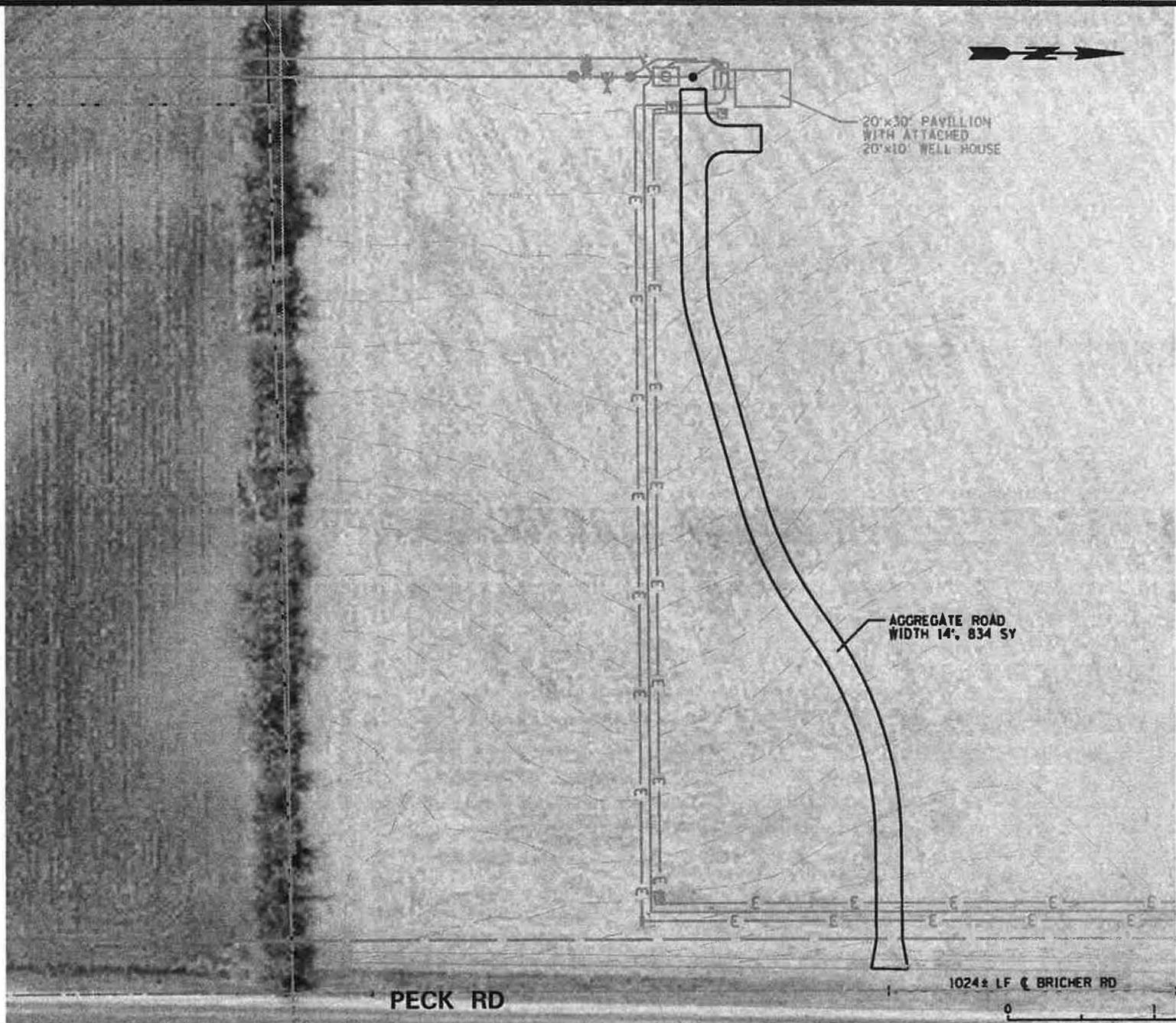


**LAYNE-WESTERN**

721 W. ILLINOIS AVENUE, AURORA ILLINOIS 60506

TEL: 630/897-6941





PECK RD

1024 ± LF @ BRICHER RD

2 IN

This drawing shall not be used nor reproduced either wholly or in part except when authorized by the engineer-Rempe-Sharpe

**REMPE-SHARPE**  
CONSULTING ENGINEERS  
IL P.D.F. LICENSE NO 184-000895  
324 WEST STATE STREET - GENEVA, ILLINOIS 60134  
Telephone: (848) 292-2821 - Fax: (848) 232-1629

PROJECT
WELL NO. 13 CITY OF GENEVA WELL MAINTENANCE

SHEET TITLE
WELL NO. 13 SITE PLAN

SCALE	PROJECT NO.	SHEET
1"=80'	GE-552	No. <u>2</u>
	DATE	of <u>2</u>
	SEP 2021	



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**REMPE-SHARPE**  
CONSULTING ENGINEERS  
IL P.D.F. LICENSE NO. 184-000295  
324 WEST STATE STREET - GENEVA, ILLINOIS 60134  
Telephone: 630/292-0821 - Fax: 630/292-1822

<b>PROJECT</b>
<b>WELL NO. 13 CITY OF GENEVA WELL MAINTENANCE</b>

<b>SHEET TITLE</b>
<b>WELL NO. 13 GENEVA, ILLINOIS LOCATION MAP</b>

<b>SCALE</b>	<b>PROJECT NO.</b>	<b>SHEET</b>
NONE	GE-552	No. 1
	DATE	Of 2
	SEP 2021	