



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Consider Resolution Awarding Contract to L&S Electric for the Keslinger Rd and Delnor Substation Maintenance Contract.											
Presenter & Title:	Aaron Holton – Superintendent of Electric Services											
Date:	December 19, 2022											
<b>Please Check Appropriate Box:</b>												
<input 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: EMS II												
Estimated Cost: \$85,560	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
If "Other Funding," please explain how the item will be funded:												
<b>Executive Summary:</b>												
<p>Bids were opened on December 12, 2022 at 10:00 am for preventive maintenance at the Keslinger Rd and Delnor substations. Two bids were received, and of the two received, only one included an option to repair the Load Tap Changer at Delnor Substation.</p> <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Bidder</th> <th style="text-align: left;">Amount</th> <th style="text-align: left;">Delnor LTC Option</th> </tr> </thead> <tbody> <tr> <td>L&amp;S Electric</td> <td>\$66,680.00</td> <td>\$18,880.00</td> </tr> <tr> <td>Electric Power Systems</td> <td>\$79,400.00</td> <td></td> </tr> </tbody> </table>				Bidder	Amount	Delnor LTC Option	L&S Electric	\$66,680.00	\$18,880.00	Electric Power Systems	\$79,400.00	
Bidder	Amount	Delnor LTC Option										
L&S Electric	\$66,680.00	\$18,880.00										
Electric Power Systems	\$79,400.00											
<b>Attachments:</b> <i>(please list)</i>												
<ul style="list-style-type: none"> <li>• Memo for Superintendent Holton and Bid Comparison</li> <li>• Resolution</li> <li>• Proposal from L&amp;S Electric</li> </ul>												
<b>Voting Requirements:</b>												
<p><i>This motion requires a simple majority of 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>												
Recommend Resolution Awarding Contract to L&S Electric in an amount of \$85,560 for the Keslinger Rd and Delnor Substation Maintenance contract.												



**PUBLIC WORKS DEPARTMENT**  
**MEMORANDUM**

December 19, 2022

**Memo To:** Mayor Burns and Members of the City Council  
**From:** Aaron Holton, Superintendent of Electrical Services  
**Re:** Recommendation approving Contract for 2023 Substation Maintenance

The Electric Division staff has undertaken a preventive maintenance program to periodically inspect, test and repair the division's Substation. This has been done on a 5 year basis. This year the contract will consist of a preventive maintenance cycle on the Kesling Rd and Delnor substations, as well as repair the Load Tap Changer (LTC) at Delnor substation.

The project was first bid in October of 2022, however all of the bids received were either well in excess of budget or were non-conforming to the bid specification. As such, staff recommended that the City Council reject the bids and the project would be re-bid later in the fall. After rejection of the bids, staff re-evaluated the work to be done and identified some items that could be accomplished in house, namely the battery replacement at Delnor substation. After restating the scope of work the bid was again advertised in late November.

Two bids were received by December 12. Staff is comfortable moving forward with the lowest bid, even though there weren't three bids received, as it would be detrimental to reject and rebid the project again based on the response to the second bid. Also, the low bid is within the budgeted amount for the project.

Work will begin in mid to late March of 2023 and will conclude in early April. The maintenance cycle will consist of testing all breakers and relays, verifying protective settings, testing the power transformer and LTC, testing the standby station battery at Keslinger and testing the battery charger at Delnor substation. The work should take three to three-and-a-half days for each substation and the work will be done on consecutive weeks. The respective loads on the substations will be fed from alternate sources during the week that work is undertaken at each substation. The LTC at Delnor will be repaired based on previous testing. A small bushing is cracked and while this part doesn't prevent the LTC from working, for best long term performance the part will be replaced this year.

**BID SUMMARY**

A notice of bid was published in the Kane County Chronicle, advertised on the City's bid webpage and bid packages were sent out through email. Two (2) bid was received and opened.

See attached bid summary for bid amounts.



**PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

**Staff Recommendations:**

After reviewing the bids for the labor for 2023 Substation Maintenance Contract, it is the staff's recommendation to the City Council to **award to L&S Electric in the amount of \$85,560.00.**

Cc: Stephanie Dawkins, City Administrator  
Rich Babica, Director of Public Works  
Jose Ruiz, Manager of Electric Operations

### FY 2022-23 Keslinger Rd and Delnor Substation Maintenance Bids Price Comparison

	Power Transformer	LTC	Relay and Breaker	Keslinger SUB Standby Battery & Charger Test & Maintenance	Delnor Battery Charger Test & Maintenance	Total	Delnor LTC - Left phase by-pass switch (option)	Total w/Option
<b>L&amp;S Electric Inc</b>	\$20,000.00	\$20,000.00	\$16,180.00	\$8,000.00	\$2,500.00	<b>\$66,680.00</b>	\$18,880.00	<b>\$85,560.00</b>
<b>(EPS) Electric Power System</b>	\$10,000.00	\$53,000.00	\$8,400.00	\$8,000.00	n/a	<b>\$79,400.00</b>	n/a	<b>\$79,400.00</b>

**RESOLUTION NO. 2022-106**

**RESOLUTION AUTHORIZING AWARD OF  
CONTRACT TO L&S ELECTRIC IN AN AMOUNT OF \$85,560 FOR THE KESLING RD  
AND DELNOR SUBSTATION MAINTENANCE CONTRACT.**

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

**SECTION 1:** That the City Administrator is hereby authorized, on behalf of the City of Geneva, to award the Keslinger Rd and Delnor Substation Preventive Maintenance Contract to L&S Electric, in the form attached hereto.

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

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 19th day of December, 2022.

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

Approved by me this 19th day of December, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

BIDDING DOCUMENTS  
Keslinger Road and Delnor Substation Maintenance

December 2022



Prepared By:

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ELECTRIC DIVISION  
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JOSE RUIZ, MANAGER OF ELECTRIC OPERATIONS

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**FY 2022-23 Keslinger Road and Delnor Substation Preventive Maintenance**

## NOTICE TO BIDDERS

**Duplicate** sealed Proposals submitted in a sealed envelope with the words "Keslinger Road and Delnor Substation Preventive Maintenance" clearly marked on it, will be received by the City of Geneva, Illinois on or before ten o'clock a.m., local time, **December 12, 2022**, at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read for the construction, including the supply of necessary labor, materials and equipment of all related work thereto for the Project known as "Keslinger Road And Delnor Substation Preventive Maintenance". Any Proposal received subsequent to the time specified will be promptly returned to the Bidder unopened.

Description of Project: The project will consist of:

A maintenance cycle on the Power Transformer and Load Tap Changer at each substation. All relay settings and schemes will be tested and verified along with proper operation and timing of the associated circuit breakers. The standby substation service battery at Keslinger substation will be fully load tested. An optional project, based on budget for labor & parts, will be the install of new bearing half segments at the left phase by-pass switch shaft at Delnor Sub see EXHIBIT "D" for details, such cost can be added to page 17, section 5 respectively.

There will be a pre-Bid meeting on Monday, November 28, 2022 at 9:00 a.m. at Geneva Public Works, 1800 South Street, Geneva, IL 60134. All Bidders are required to attend this pre-Bid meeting.

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

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

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

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

The City of Geneva, Illinois  
Stephanie Dawkins  
City Administrator  
November 11, 2022

Published in the "Daily Herald": November 16, 2022

## FY 2022-23 Keslinger Road and Delnor Substation Preventive Maintenance

### INSTRUCTIONS TO BIDDERS

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

A maintenance cycle on the Power Transformer, Load Tap Changer and Station Standby Service Battery and Charger at each substation. In addition all relay settings and schemes will be tested and verified along with proper operation and timing of the associated circuit breakers. The Standby Battery and Charger at Keslinger will be fully load tested. The Battery Charger at Delnor Sub will need to be tested and maintained per manufacturer's instructions. An optional project, based on budget for labor & parts, will be the install of new bearing half segments at the left phase by-pass switch shaft at Delnor Sub see EXHIBIT "D" for details, such cost can be added to page 17, section 5 respectively. Such work on both substations will be completed in the spring of 2023. Work is expected to be completed in two weeks (10 business days) one substation at the time, to minimize the reliability exposure of the City of Geneva distribution system. All work will be completed by April 30, 2023.

There will be a pre-Bid meeting on Monday, November 28, 2022 at 9:00 a.m. at Geneva Public Works, 1800 South Street, Geneva, IL 60134. All Bidders are required to attend this pre-Bid meeting.

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

2. Work on or around Energized Lines.

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

3. Materials.

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

4. Obtaining Documents.

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

5. Manner of Submitting Proposals.

Proposals and all supporting instruments must be submitted in duplicate on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. Only Proposals that are made on the regular

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

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

#### 6. Familiarity with Conditions.

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

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

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

#### 7. Bidder's Qualifications.

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

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

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

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

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

8. Alternate Designs.

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

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

10. Bid Bond.

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

11. Contractor's Bond.

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

12. Failure to Furnish Contractor's Bond.

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

13. Contract is Entire Agreement.

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

14. Minor Irregularities.

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

15. Rejection of Bids.

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

16. Definition of Terms.

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

17. The Owner Represents:

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

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

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Contractor will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation, provided the Contractor shall have promptly notified the Owner in writing of its desire to extend the time of completion in advance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Contractor for the Owner's failure, because of conditions

beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. hereof.

**18. Freedom of Information:**

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

**19. Tax Exempt Status**

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

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

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

**AFFIDAVIT OF EXPERIENCE**

STATE OF Wisconsin  
 COUNTY OF Marathon  
 Dennis D Farar \_\_\_\_\_ being duly sworn, that he is  
 General Counsel \_\_\_\_\_ of L&S Electric, Inc.  
 (Sole owner, member of firm, (Individual, firm or  
 corporate official) corporate name)

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

Name of Owner	Job Description	\$ Amount
Georgia Pacific	2000KVA Transformer and Switchgear	\$72,188
Little Rapids Corp.	5000KVA Transformer and Switchgear	\$102,445
Domtar Corp.	1500KVA Transformer and Switchgear	\$56,260

and that L&S Electric, Inc. owns or has available  
 (he, said firm, said corporation)  
 for immediate use on the proposed work the following plant and equipment:

Machine	Year Built	Machine	Year Built
N/A		N/A	

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

Name of Job	Engineer or Owner
2022 Fall Outage	Kikkoman
2022 Summer Outage	Billerude - Quinnesec
2022 Summer Outage	PCA Tomahawk

Signature: [Handwritten Signature]

Subscribed and sworn to before me this 1 day of December 2022.



[Handwritten Signature]  
 Notary Public

CERTIFICATION FOR BID

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

Dennis R. Davis  
Name

C+S Electric Inc  
Company

12/7/2022  
Date

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

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



CERTIFICATION FOR CONTRACT

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

AMZ  
Name

C+S Electric Inc  
Company

12/7/2022  
Date

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

AMZ  
Name

C+S Electric Inc  
Company

12/7/2022  
Date

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

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that  
L&S Electric, Inc. (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.

L&S Electric, Inc.  
Name of Contractor

BY: [Signature]  
TITLE

Subscribed and sworn to before me this 7 day of December, 20 22.

[Signature]  
Notary Public







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

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie Gruling** of **KRONENWETTER Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

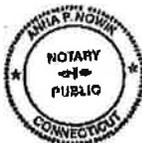
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9<sup>th</sup> day of December, 2022.



  
Kevin E. Hughes, Assistant Secretary

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

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

TO: City of Geneva

(Hereinafter called the "Owner")

ARTICLE I--GENERAL

Section 1 . Offer to Construct.

The undersigned (hereinafter called the "Contractor") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project known as

Keslinger Road and Delnor Substation Preventive Maintenance in strict accordance with the Plans and Specifications for the prices hereinafter stated.

Section 2. Owner-Furnished Materials.

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

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

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

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

### Section 3. Purchase of Materials Not Furnished by Owner.

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

### Section 4. Award of Contract.

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

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

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

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

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

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

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

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

Section 5. Proposal on a Lump Sum Basis.

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

Lump Sum Bid Price	\$ 85,560.00 (Optional Included)
--------------------	----------------------------------

**Breakdown of Lump Sum Bid Price**

Power Transformer Test and Maintenance	\$ 20,000.00
LTC Tests and Maintenance	\$ 20,000.00
Relay and Breaker Tests and Maintenance	\$ 16,180.00
Keslinger Sub Station Standby Battery & Charger Tests and Maintenance	\$ 8,000.00
Delnor Battery Charger Tests and Maintenance	\$ 2,500.00
Delnor LTC - Left phase by-pass switch (optional)	\$ 18,880.00

Section 6. Familiarity with Conditions.

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

Section 7. License.

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

Section 8. Proposal Made in Good Faith.

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

Section 9. Financial Resources.

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

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

**Section 10. Taxes.**

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

**Section 11. Changes in Quantities.**

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

**Section 12. Description of Contract.**

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

Testing specifications

Specifications and Drawings

Maps



Intentionally left blank

## ARTICLE II--CONSTRUCTION

Section 1 . Time and Manner of Construction.

- a. The Bidder agrees to commence construction of the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Owner after notice in writing of acceptance of the Proposal by the Owner, but in no event will the Commencement Date be before **December 31, 2022**. The Bidder further agrees to prosecute diligently and to complete work in strict accordance with the Plans, Specifications and Drawings (excluding Saturdays & Sundays and City Holidays) after Commencement Date, per substation. **Latest substantial completion date of April 30, 2023.**
- b. The time for Completion of Work shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, Sub-Contractors and material suppliers, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however, that no such extension of the time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. It is understood and agreed that the Contractor has considered in his Bid all of the permanent and temporary utility appurtenances in their present positions and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them either by the utilities company or by himself, or an account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.
- d. If separate Contracts are left for work comprising an entire improvement, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. In case of dispute, the Owner shall be the referee and his decision shall be final and binding on all.
- e. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract, and shall protect and save harmless the Owner and all agents of the Owner from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. Each Contractor shall assume all responsibility for his work not completed or accepted because of the presence and operations of the other Contractors.
- f. The Contractor shall as far as possible arrange his work, and place and dispose of materials being used, so as not to interfere with the operations of the other Contractors within the limits of the same improvement. Contractor shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others, all as approved by the Owner.
- g. The sequence of work shall be as set forth below, or if no sequence is set forth below, the sequence of work shall be as determined by the Contractor, subject to the approval of the Owner. Promptly after the award of the Contract, the Contractor shall submit to the Owner a satisfactory progress schedule which shall show the proposed

sequence of work, and how the Contractor proposes to complete the various items of work within the number of days set up in the Contract. The progress schedule shall be reviewed and revised periodically as working conditions warrant. The Contractor shall confer with the Owner in regard to the prosecution of the work in accordance with this schedule. This schedule shall be used as a basis for establishing major construction operations, and for checking the progress of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Section 3. The Bidder.

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

### Section 4. Changes in Construction.

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

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

### Section 5. Construction Not in Proposal.

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

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

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

Section 6. Supervision and Inspection.

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

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

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

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

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

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

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

g. The Contractor will be furnished necessary copies of the plans and special provisions, and he shall have one copy of each available on the work at all times during its prosecution. Contractor shall give the work his constant attention to facilitate the progress thereof, and shall cooperate with the Owner in every way possible. He shall have on the work at all times, a competent, English-speaking representative authorized to receive orders and act on the Contractor's behalf.

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

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

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

#### Section 8. - Traffic Control and Road Conditions.

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

### ARTICLE III--PAYMENTS AND RELEASE OF LIENS

#### Section 1. Payments to Contractor

- a. Within the first fifteen (15) days of each calendar month, the Owner shall make partial payment to the Contractor for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified (as satisfactorily complete) to by the Contractor, and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval

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

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

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

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

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

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

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

Section 2. Release of Liens and Certificate of Contractor.

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

Section 3. Payments to Materialmen and Sub-Contractors.

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



**CERTIFICATE OF CONTRACTOR**

\_\_\_\_\_ certifies that he is the  
\_\_\_\_\_ of \_\_\_\_\_, the  
title of office name of Contractor

Contractor, in a construction Contract dated \_\_\_\_\_, 20\_\_\_\_, entered into between the Contractor and  
\_\_\_\_\_ name of Owner

for the construction of a Project known as Kelsinger Road and Delnor Substation;  
and that he is authorized to and does make this certificate on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with said construction have been paid in full, that the names of manufacturers, materialmen and Sub-Contractors that furnished material or services or both in connection with such construction and the kind or kinds of material or services or both so furnished are:

<b><u>NAME</u></b>	<b><u>KIND OF MATERIAL AND SERVICE</u></b>
Concentric	Battery Load Testing
Waukesha/Reinhausen	LTC-Bearing/Shaft-Parts/Supervision

and that the releases of liens executed by all such manufacturers, materialmen and Sub-Contractors have been furnished by the Owner.

12/7/22  
Date

  
Signature

## ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

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

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

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

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

Contractor so to do the Owner may correct such violation at the Contractor's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without such prior notice to the Contractor.

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

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

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

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

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

#### Section 2. Insurance.

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

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

The liability limits shall not be less than:

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

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

The General Liability limits shall be not less than:

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

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

The liability limits shall be not less than:

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

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

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

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

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

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

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

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

### Section 3. Indemnification.

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

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

### Section 4. Release of Liability.

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

### Section 5. Delivery of Possession and Control to Owner.

a. Upon written request of the Owner the Contractor shall deliver to the Owner full possession and control of any portion of the Project provided the Contractor shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the Project to the

Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1 f hereof with respect to such portion of the Project so delivered to the Owner shall be terminated; Provided however, that nothing herein contained shall relieve the Contractor of any liability with respect to defective materials and workmanship as contained in Article II Section 7, hereof.

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

#### Section 6. Assessment of Guarantees.

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

#### Section 7. Energizing the Project.

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

## ARTICLE V--REMEDIES

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

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

### Section 2. Cumulative Remedies.

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

## ARTICLE VI--MISCELLANEOUS

Section 1 . Definitions.

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

pertaining to the work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

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

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

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

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

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

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

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

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

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

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

Section 2. Patent Infringement.

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

Section 3. Permits for Explosives.

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

Section 4. Compliance with Statutes and Regulations.

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

Section 5. Equal Opportunity Provisions.

a. Bidder's Representations.

The Bidder represents that:

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

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

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

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

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of labor, or as otherwise provided by law.
- (7) The Contractor will include this Equal Opportunity Clause in every Sub-Contractor purchase order unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Contractor or vendor.

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

Section 6. Franchises and Rights-of-way.

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

Section 7. Nonassignment of Contract.

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

Section 8. Extension to Successors and Assigns.

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

Section 9. Contractor.

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

Section 10. Addenda. Any questions relating to the Contract that requires a response from the City of Geneva must be submitted in writing (email, fax or mail) by Monday, December 05, 2022 at 9:00 a.m. The City of Geneva will provide response by email or fax by Monday, December 05, 2022 at 3:00 p.m. No further Addendum will be made after this point in time for Q&A's.

The Bidder acknowledges receipt of the following Addenda:

Addendum No.   N/A   dated \_\_\_\_\_ initialed \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ initialed \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ initialed \_\_\_\_\_

Section 11 . Prevailing Wage.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/current-prevailing-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

a. Contractor or his Sub-Contractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any

account, the full amount accrued at the time of payment, computed at wage rates not less than those stated in the advertised Specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or Sub-Contractor and such laborers and mechanics;

b. The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work; and

c. There may be withheld from the Contractor so much of accrued payment as may be considered necessary by the city controller to pay to laborers and mechanics employed by the Contractor or any Sub-Contractor on the work for the difference between the rates of wages required by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of the Davis-Bacon Act (USC, Title 40, Sec. 276a) and interpretations thereof.

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

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

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

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

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

## Kane County Prevailing Wage Rates posted on 10/3/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other	Ins
						M-F	Sa	Su	Hol						
ASBESTOS ABT-GEN	AII	ALL		47.40	48.40	1.5	1.5	2.0	2.0	15.11	17.15	0.00	0.90		
ASBESTOS ABT-MEC	AII	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86		
BOILERMAKER	AII	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67		
BRICK MASON	AII	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10		
CARPENTER	AII	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	25.27	1.00	0.80		
CEMENT MASON	AII	ALL		49.70	51.70	2.0	1.5	2.0	2.0	11.65	26.65	0.00	0.55		
CERAMIC TILE FINISHER	AII	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00		
COMMUNICATION TECHNICIAN	N	BLD		43.48	45.88	1.5	1.5	2.0	2.0	14.01	16.11	0.00	0.87		
COMMUNICATION TECHNICIAN	S	BLD		42.17	44.97	1.5	1.5	2.0	2.0	19.30	11.80	0.00	1.48		
ELECTRIC PWR EQMT OP	AII	ALL		47.56	64.89	1.5	1.5	2.0	2.0	7.00	13.32	0.00	1.19	1.43	
ELECTRIC PWR GRNDMAN	AII	ALL		36.53	64.89	1.5	1.5	2.0	2.0	7.00	10.23	0.00	0.92	1.10	
ELECTRIC PWR LINEMAN	AII	ALL		57.17	64.89	1.5	1.5	2.0	2.0	7.00	16.01	0.00	1.43	1.72	
ELECTRIC PWR TRK DRV	AII	ALL		37.86	64.89	1.5	1.5	2.0	2.0	7.00	10.61	0.00	0.95	1.14	
ELECTRICIAN	N	ALL		53.43	57.83	1.5	2.0	2.0	2.0	15.95	20.51	0.00	1.60		
ELECTRICIAN	S	BLD		51.84	56.09	1.5	1.5	2.0	2.0	18.05	18.52	0.00	1.81		
ELEVATOR CONSTRUCTOR	AII	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65		
FENCE ERECTOR	AII	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		
GLAZIER	AII	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70		
HEAT/FROST INSULATOR	AII	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86		
IRON WORKER	AII	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		
LABORER	AII	ALL		47.40	48.15	1.5	1.5	2.0	2.0	15.11	17.15	0.00	0.90		
LATHER	AII	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	25.27	1.00	0.80		
MACHINIST	AII	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		
MARBLE FINISHER	AII	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60		
MARBLE MASON	AII	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78		
MATERIAL TESTER I	AII	ALL		37.40		1.5	1.5	2.0	2.0	15.11	17.15	0.00	0.90		
MATERIALS TESTER II	AII	ALL		42.40		1.5	1.5	2.0	2.0	15.11	17.15	0.00	0.90		
MILLWRIGHT	AII	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	25.27	1.00	0.80		
OPERATING ENGINEER	AII	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55		
OPERATING ENGINEER	AII	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55		
OPERATING ENGINEER	AII	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55		

OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
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	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
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		50.30	52.30	1.5	1.5	1.5	2.0	19.73	4.15	0.00	1.55	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	25.27	1.00	0.80	
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	All	BLD		47.75	50.62	1.5	1.5	2.0	2.0	17.08	19.18	0.00	1.00	
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58	
ROOFER	All	BLD		47.80	51.80	1.5	1.5	2.0	2.0	11.58	14.71	0.00	0.96	
SHEETMETAL WORKER	All	BLD		53.33	56.00	1.5	1.5	2.0	2.0	11.85	19.43	0.00	1.59	2.54
SPRINKLER FITTER	All	BLD		53.25	56.00	1.5	1.5	2.0	2.0	14.20	18.60	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		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03	
TERRAZZO MASON	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07	
TILE MASON	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRAFFIC SAFETY WORKER II	All	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRUCK DRIVER	All	ALL	1	41.06	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	2	41.21	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	3	41.41	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	4	41.61	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

**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 Worker I**

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

#### **TRAFFIC SAFETY WORKER II**

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

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

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

**Class 2.** Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump

Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

**Class 3.** Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump

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

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

#### **TERRAZZO FINISHER**

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

Masonic, and Terrazzo Mechanics.

**Other Classifications of Work:**

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

**LANDSCAPING**

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

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

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

**PROPOSED SUBCONTRACTORS**

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

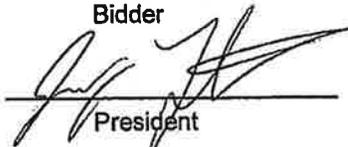
<u>Sub-Contractor</u>	<u>Work</u>
Concentric LLC - Carrollton, TX (Corp.)	Kelsinger Battery Load Testing
Waukesha/Reinhausen - Humboldt, TN (Corp.)	Delnor LTC Parts & Repair Supervision (Optional)

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

PROPOSAL SIGNATURE BY BIDDER

L&S Electric, Inc.

Bidder



President

Jeremy Lewitzke

5101 Mesker St, Weston, WI 54476

Address

ATTEST:



Secretary

Date 12/7/2022

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

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

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

**ACCEPTANCE**

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

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

\_\_\_\_\_

\_\_\_\_\_

(Owner)

By \_\_\_\_\_

Attested:

\_\_\_\_\_

Date of Contract:

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Maintenance and Testing Specifications for FY 2022-23 Keslinger Road & Delnor Substation Preventive Maintenance

## Transformers and LTC

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

### 1) REQUIRED TESTS

#### a) Power transformers

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

#### b) Load Tap Changer

- i) Visual inspection of Load Tap Changer
  1. General condition of exterior and seals of load tap changer
- ii) LTC tank and mechanism
  1. All oil drained and filtered
    - a. Dielectric test oil
  2. Tank opened for a visual inspection of the LTC mechanism and contacts.
  3. All required maintenance items called out in the manufacturer's maintenance manuals.
  4. Tank resealed and filled to appropriate level with dielectric oil.
    - a. Fill with filtered oil if the oil passes dielectric test
    - b. Fill with new, tested, dielectric oil if filtered oil does not pass dielectric test

- c. Refill with mineral oil, city will provide needed oil, and thoroughly cleaned to accept new mineral dielectric oil.
  
- iii) Times Turn Ratio testing
  - a. At all tap positions
- iv) Power Factor testing
- v) Insulation Resistance Testing
- vi) Pressure Relay
  - 1. Verify proper operation of Pressure Relay and alarm contacts.
- vii) Delnor LTC - Left phase by-pass switch. This is optional work (**Exhibit "D"**)
  - 1. Quote for parts & labor should be included in the Breakdown of Lump Sum Bid Price (optional) page 17 of the Bid Document. Description for the needed work is on **Exhibit "D"**.

## **Relay and Breaker testing**

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

### **1) REQUIRED TEST AND MAINTENANCE**

- a) Relays
  - i) Verify proper operation of installed protection schemes
- b) Breakers and Circuit Switchers
  - i) Visual inspection
  - ii) Lubrication of mechanism per manufacturers specifications
  - iii) Verify proper operation and timing
    - 1. Auxiliary switch function
    - 2. Contact sequence
    - 3. Anti-pump function
    - 4. Trip Free function
    - 5. Breaker timing
  - iv) Test contact resistance
- c) Keslinger Substation
  - i) Installation of S&C Latch Housing Assembly with Trip Assist Retrofit Kit to the 34.5 kV Mark V circuit switcher and CS-1A switch operator
- d) Delnor Substation
  - i) Upload new settings for Hot Line Tag protection and test settings
  - ii) Verify proper operation of SEL-387 relay with updated ground fault detection settings.

## **Keslinger Sub Station Standby Battery load testing**

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

### **1) Required Tests and Maintenance**

#### **a) Keslinger Charger**

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

#### **b) Keslinger Battery**

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

## **Delnor Sub Battery Charger**

The charger at Delnor Sub will be tested & maintained to verify proper operation per the manufactures' recommendations and IEEE-450 latest standard.

### **1) Required Tests and Maintenance**

#### **a) Delnor Charger**

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

## List of installed equipment

### 1) Delnor Substation

- a) Power Transformer – Virginia Transformer 34.5/7.2kV 12/16/20 MVA
- b) LTC – Reinhausen Type RMV-A
- c) 34.5kV circuit Breaker – Controlled Power/Hyundai HVF 38kV
- d) 12kV Circuit Breakers – GE VB1 PowerVac 15kV
- e) Protective Relays –
  - i) SEL-351 Directional overcurrent
  - ii) SEL-387 Transformer Differential Protection
  - iii) SEL-587Z High Impedance Differential Relay
- f) Battery Charger – La Marche A75DE
- g) Model – A75DE-16-130V-ABD1-60L
- h) Battery – SBS STT12V150 x 10pcs

### 2) Keslinger Road Substation

- a) Power Transformer – ABB 34.5/7.2 kV 12/16/20 MVA
- b) LTC – Reinhausen Type RMT-1 with ASEA type UZDRT drive mechanism
- c) 34.5kV Circuit Switcher – S&C Mark V
- d) 12kV Circuit Reclosures – Cooper OCR
- e) Protective Relays –
  - i) Cooper Form 6 Feeder relays
  - ii) SEL-387 Transformer Differential protection
- f) Battery Charge/Rectifier – SBS Storage Battery Systems, LLC
- g) Model – AT10130025E240SAUXXXXXX
- h) Battery – SBS STT2V100 x 60pcs

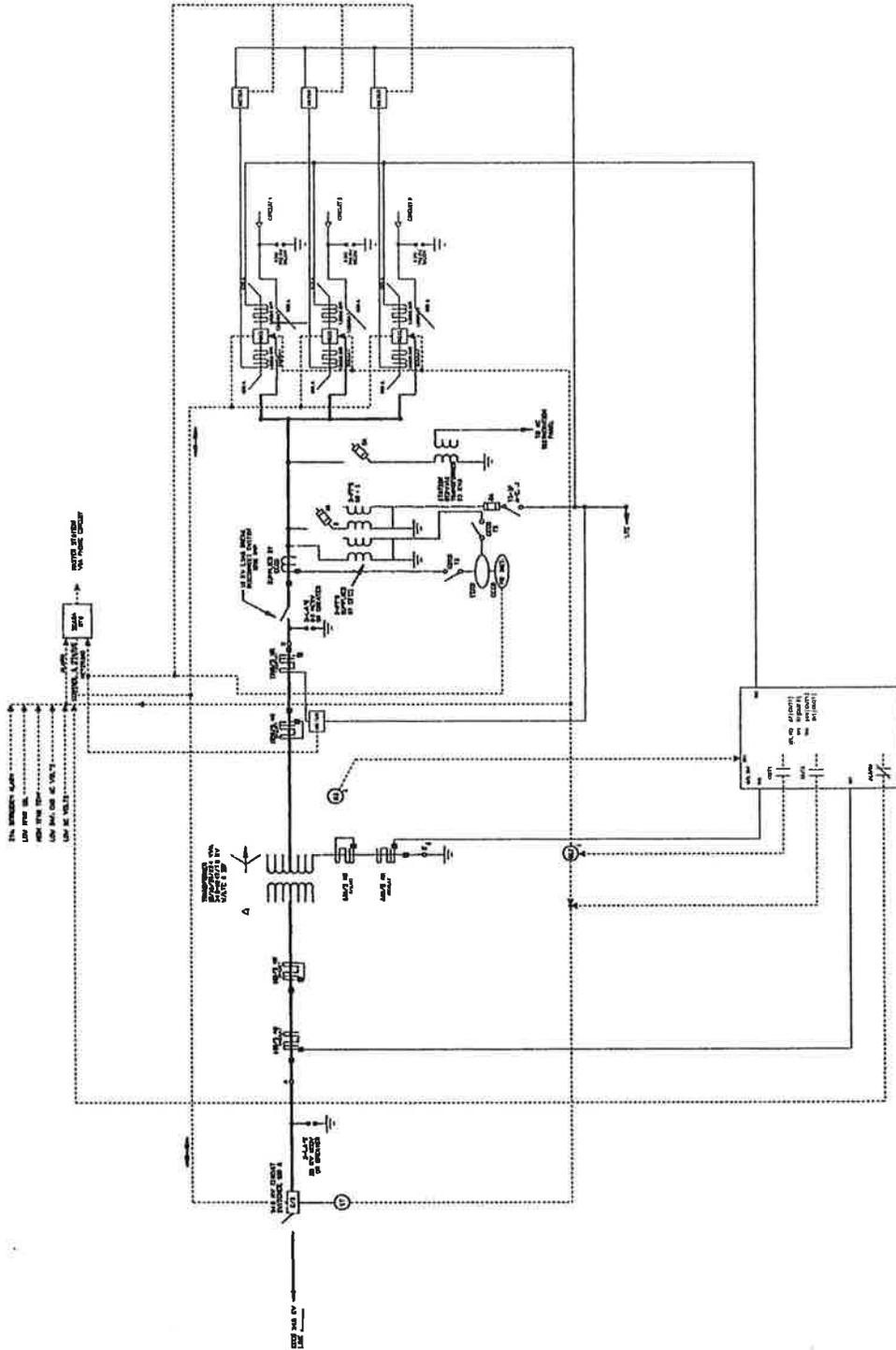
**EXHIBIT "A"**  
**Keslinger Road one-line and drawings**

**See next page**

**LEGEND**

- SMART TRIP
- TRANSFORMER SMOOTH PRESSURE RELAY
- TRANSFORMER DIFFERENTIAL TRIP RELAY
- BEARING CURRENT TRANSFORMER
- YOUNG CURRENT TRANSFORMER
- POTENTIAL TRANSFORMER SINGLE RATIO
- LOCKING ARRESTER
- CIRCUIT SWITCHER
- FUSE (NOT SHOWN)
- 3Ø CIRCUIT BREAKER
- BELLING METERS
- WERN PULSE INITIATOR

INDUCTION MOTOR DRIVE  
 1. 100% MOTOR DRIVE  
 2. 100% MOTOR DRIVE  
 3. 100% MOTOR DRIVE  
 4. 100% MOTOR DRIVE  
 5. 100% MOTOR DRIVE



FOR DESIGN PURPOSES, VERIFY CONSULTANT PROVIDED DATA. CONSULTANT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSULTING SERVICES PROVIDED. CONSULTANT'S LIABILITY IS NOT EXTENDED TO ANY OTHER SERVICES OR PRODUCTS.

NO.	DATE	BY	CHKD.	APPD.
1	10/10/11	J. J. BELL	J. J. BELL	J. J. BELL
2	10/10/11	J. J. BELL	J. J. BELL	J. J. BELL
3	10/10/11	J. J. BELL	J. J. BELL	J. J. BELL
4	10/10/11	J. J. BELL	J. J. BELL	J. J. BELL

**Stanley Consultants Inc.**  
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187

ONE LINE DIAGRAM

PROJECT NO.	1000000000
CLIENT	BC TEL
DATE	10/10/11
SCALE	1:1
REVISED	
BY	J. J. BELL
CHKD.	J. J. BELL
APPD.	J. J. BELL
DATE	10/10/11

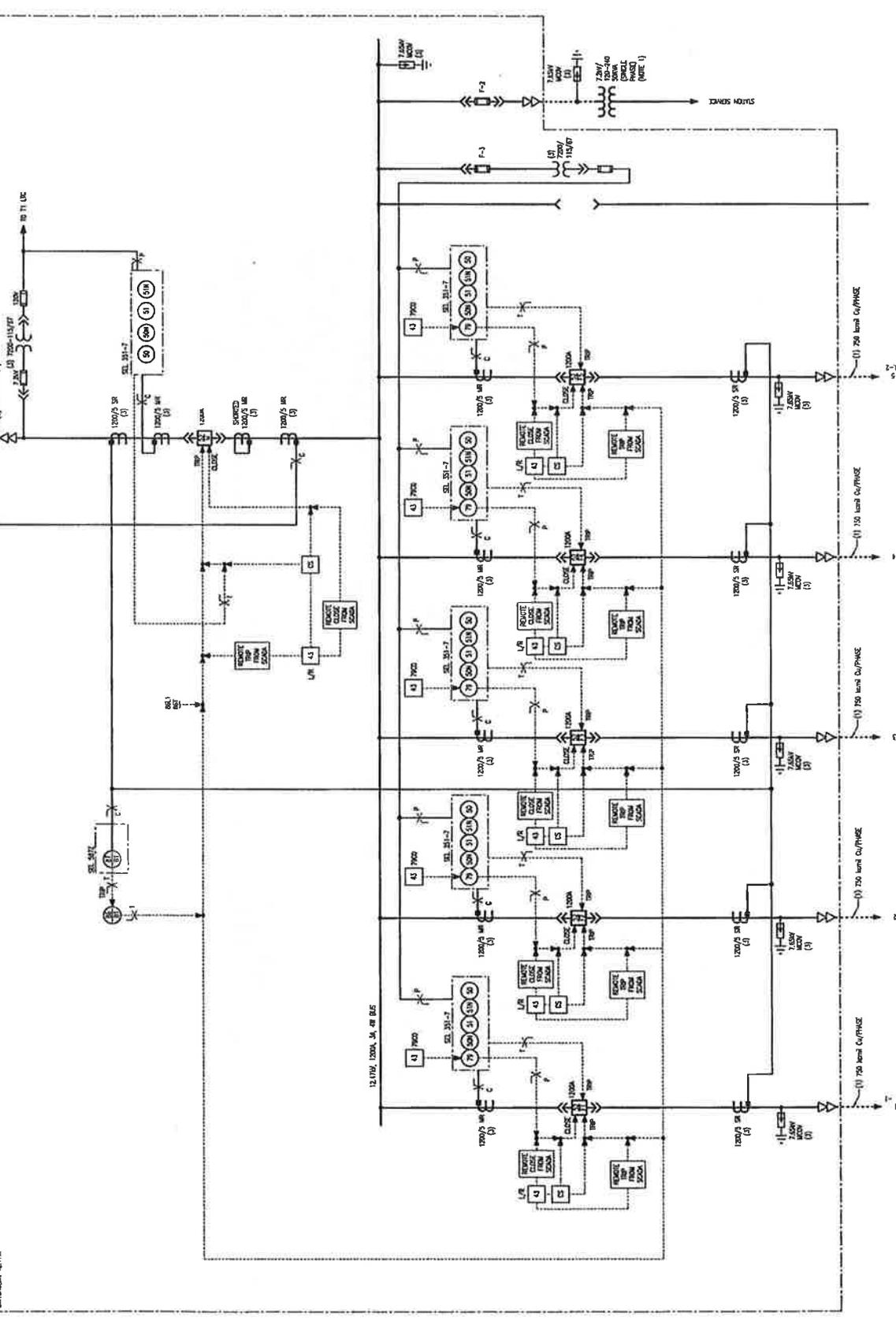
**EXHIBIT "B"**  
**Delnor Substation one-line and drawings E1**

**See next page**



**EXHIBIT "C"**  
**Delnor Substation one-line and drawings E2**

**See next page**



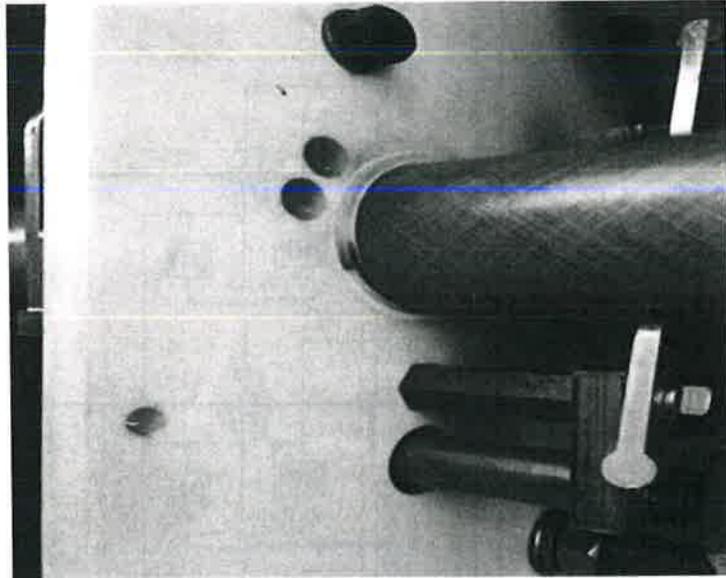
- NOTES:**
1. FED THROUGH BUSBAR TO BE FED FROM ONE OF THE 12.47KV FEEDERS FOR ALTERNATE SOURCE.
  2. FUSES MOUNTED ON FRONT PANEL OF MAIN BREAKER.
  3. SEE PAGE TO COMMUNICATE WITH SL RELAYS.

FOR CONTINUATION  
 SEE PAGE 01

01000000 12.47KV

## EXHIBIT "D"

The Left phase by-pass switch shaft had a white bakelite material sleeve bearing section broken off and the segment piece was lying on tank bottom. The sleeve bearing is retained in a shaft groove on the epoxy glass drive shaft at each Left & Right phase board to support the shaft (None on the center phase board). No sleeve bearing is used in the center phase. The piece that supports the radial load of the shaft is captive in the shaft groove and cannot work its way out. New bearing half segments need to be installed.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MOTOR CARRIER EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **MOTOR CARRIER COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any "bodily injury", "property damage", "covered pollution cost or expense" or "loss" described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <p><b>A. BLANKET ADDITIONAL INSURED</b></p> <p><b>B. EMPLOYEE HIRED AUTO</b></p> <p><b>C. EMPLOYEES AS INSURED</b></p> <p><b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></p> <p><b>E. LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></p> <p><b>F. WAIVER OF DEDUCTIBLE – GLASS</b></p> <p><b>G. LOSS OF USE – INCREASED LIMIT PROVISIONS</b></p> <p><b>A. BLANKET ADDITIONAL INSURED</b><br/>The following is added to Paragraph A.1.e. of <b>SECTION II – COVERED AUTOS LIABILITY COVERAGE:</b><br/>Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.</p> <p><b>B. EMPLOYEE HIRED AUTO</b><br/>1. The following is added to Paragraph A.1., <b>Who Is An Insured</b>, of <b>SECTION II – COVERED AUTOS LIABILITY COVERAGE:</b><br/>An "employee" of yours is an "insured" while operating an "auto" weighing less than 10,000 pounds that is hired or rented under a contract or agreement in an "employee's" name,</p> | <p><b>H. TRANSPORTATION EXPENSES – INCREASED LIMIT</b></p> <p><b>I. PERSONAL PROPERTY</b></p> <p><b>J. AIRBAGS</b></p> <p><b>K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></p> <p><b>L. BLANKET WAIVER OF SUBROGATION</b></p> <p><b>M. UNINTENTIONAL ERRORS OR OMISSIONS</b></p> <p><b>N. TRACTOR TRAILER COMBINED DEDUCTIBLE</b><br/>with your permission, while performing duties related to the conduct of your business s.</p> <p>2. The following replaces Paragraph B.5.f. of <b>SECTION V – MOTOR CARRIER CONDITIONS:</b><br/>f. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:<br/>(1) Any covered "auto" weighing less than 10,000 pounds that you lease, hire, rent or borrow; and<br/>(2) Any covered "auto" weighing less than 10,000 pounds hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.<br/>However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".</p> <p><b>C. EMPLOYEES AS INSURED</b><br/>The following is added to Paragraph A.1., <b>Who Is An Insured</b>, of <b>SECTION II – COVERED AUTOS LIABILITY COVERAGE:</b></p> |
|---|--|

## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" weighing less than 10,000 pounds that you don't own, hire or borrow in your business or your personal affairs.

**D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

3. The following replaces Paragraph A.3.c. of **SECTION III – TRAILER INTERCHANGE COVERAGE:**

c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**E. LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Paragraph B.7., **Policy Period, Coverage Territory, of SECTION V – MOTOR CARRIER CONDITIONS:**

**7. Policy Period, Coverage Territory**

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed

by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" weighing less than 10,000 pounds that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE.**

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** and not in addition to such limit. Our duty to make such payments ends when we

## COMMERCIAL AUTO

have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### F. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION IV – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to repair or replacement of glass if the "loss" is solely glass damage.

#### G. LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION IV – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### H. TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION IV – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type".

#### I. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION IV – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$500 for "loss" to personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto" weighing more than 10,000 pounds.

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### J. AIRBAGS

The following is added to Paragraph B., **Exclusions**, of **SECTION IV – PHYSICAL DAMAGE COVERAGE**:

The wear and tear, freezing, mechanical or electrical breakdown exclusion does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a. of **SECTION V – MOTOR CARRIER CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

## COMMERCIAL AUTO

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**L. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION V – MOTOR CARRIER CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**M. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation Or Fraud**, of SECTION V – MOTOR CARRIER CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**N. TRACTOR TRAILER COMBINED DEDUCTIBLE**

The following is added to Paragraph D., **Deductible**, of SECTION IV – PHYSICAL DAMAGE COVERAGE:

If you have a "loss" to a tractor (power unit) and one or more "trailers", which are attached to one another at the time of "loss", then only the single highest deductible for any of such covered "autos" will apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

**COMMERCIAL GENERAL LIABILITY**

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

## COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALEERS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Who Is An Insured – Unnamed Subsidiaries</li> <li>B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</li> <li>C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li>D. Blanket Additional Insured – Broad Form Vendors</li> <li>E. Blanket Additional Insured – Controlling Interest</li> <li>F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> <li>G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> </ul> | <ul style="list-style-type: none"> <li>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li>I. Blanket Additional Insured – Grantors Of Franchises</li> <li>J. Incidental Medical Malpractice</li> <li>K. Medical Payments – Increased Limit</li> <li>L. Blanket Waiver Of Subrogation</li> <li>M. Contractual Liability – Railroads</li> </ul> |
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### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

## COMMERCIAL GENERAL LIABILITY

**B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

**C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
  - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
  - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;
  - as indicated in its name or the documents that govern its structure.

**D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

## COMMERCIAL GENERAL LIABILITY

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

#### **E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

#### **F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

#### **G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

## COMMERCIAL GENERAL LIABILITY

issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

**H BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**J. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
  - b. An act or omission committed in providing or failing to provide "incidental medical

services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

## COMMERCIAL GENERAL LIABILITY

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**M. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

**POLICY NUMBER: UB-9J371094-22-14-G**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: UB-9J371094-22-14-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from an employee for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.**