



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Well #6 Rehabilitation		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	November 21, 2022		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMSII, ESII			
Estimated Cost: \$258,210.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
Executive Summary:			
<p>Well #6 is a deep well located at 2327 South Street. Rehabilitation is recommended due to a decline in productivity from 1200 Gallons Per Minute (GPM) to 800 GPM. Three bids were received on October 17, 2022 with the low bid provided by Municipal Well & Pump, Waupun, Wisconsin. The last time the well was rehabilitated was in 2016. Seven years between rehabilitation is consistent to what staff has seen in the past.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Bid Summary 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution authorizing the City Administrator to execute a contract with Municipal Well & Pump at a cost not-to-exceed \$258,210.00.</p>			

RESOLUTION NO. 2022-97
RESOLUTION AUTHORIZING EXECUTION OF
Contract for Well #6 Rehabilitation

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

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a contract with Municipal Well & Pump, for rehabilitation of Well #6.

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

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2022

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

ADDENDUM NUMBER 1

**WELL NO. 6 REHABILITATION
GENEVA, ILLINOIS
CITY OF GENEVA**

A. TO ALL HOLDERS OF CONTRACT DOCUMENTS:

Your attention is directed to the following changes in interpretations of, changes in, or additions to the Contract Documents for the WELL NO. 6 REHABILITATION project in Geneva, Illinois. This Addendum No. 1 consists of revised contract documents.

B. DIVISION I: BID DOCUMENTS

1. Page B 3-3 (5), Section: Bid Schedule, 11D; Rebuild Existing Motor, Includes Shipping; CLARIFICATION: Rewinding the motor shall be included in item 11D, Rebuild Existing Motor, for a warranty to be provided for the rebuilt motor. Shipping cap shall be included in this item.

B. DIVISION IV: SPECIAL PROVISIONS

2. Page GPS-3-2 (7), Section 3.03.01: Section B, Column Pipe, CLARIFICATION: the sandblasting at the contractor's or other sandblasting facility, not at the well.

B. DIVISION IV: SPECIAL PROVISIONS

3. Page GPS-3-3 (7), Section 3.03.01: ADD: Couplings shall be API 5L to match the pipe.

B. DIVISION IV: SPECIAL PROVISIONS

4. Page GPS-3-2 (7), Section 3.04.01: Specific Construction and Design Criteria, Item Minimum Impeller Shaft Diameter; ADD Standard Gould Pump, shaft diameter of 1-11/16" is acceptable.

B. DIVISION IV: SPECIAL PROVISIONS

5. Page GPS-3-4 (7), Section: 3.04.02 – Pump; ADD: Gould Pump with 316 SS Impeller is acceptable.

B. DIVISION IV: SPECIAL PROVISIONS

6. Page GPS-3-4 (7), Section: 3.04.03 – Motor; ADD: Motor shall be sent to a certified repair center, include cost of shipping cap.

B. DIVISION IV: SPECIAL PROVISIONS

7. Page GPS-3-5 (7), Section: Service Existing Motor, Item 3.04.03. Motor;

“Service the Existing Motor shall include: changing the mechanical seal, new oil, touching up with epoxy any exterior corrosion, providing a shipping cap, and shipping, if required. “

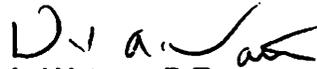
CLARIFICATION: In order for the mechanical seal to be replaced, the pump installer would be required to send the motor to a repair shop, if that service cannot be provided by the bidder.

C. IN ACKNOWLEDGMENT BY BIDDERS:

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

REMPE-SHARPE AND ASSOCIATES, INC.

BY:



Daniel A. Watson, P.E.

DATE: October 4, 2022

SPECIFICATIONS FOR

**CONTRACT DOCUMENTS
WELL NO. 6 REHABILITATION
CITY OF GENEVA
KANE COUNTY, ILLINOIS**



Prepared By

REMPE-SHARPE AND ASSOCIATES, INC.

Engineers and Consultants

324 W. State Street
Geneva, Illinois 60134

630.232.0827

CONTRACT DOCUMENTS
WELL NO. 6 REHABILITATION

CITY OF GENEVA
KANE COUNTY, ILLINOIS

Prepared by:

REMPE-SHARPE AND ASSOCIATES, INC.
CONSULTING ENGINEERS
GENEVA, ILLINOIS

GE-561

SEPTEMBER 2022

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

CONTRACT DOCUMENTS

TABLE OF CONTENTS

DIVISION I: BIDDING DOCUMENTS

Advertisement for Bids	B-1
Instructions to Bidders	B-2
Bid Proposal -Original	B-3
Certification for Bid	B-4
Bid Security	B-5
Contractor's Drug Free Workplace Certification	B-6
Photo Copied Bid Proposal	B-7

DIVISION II: STANDARD DOCUMENT FORMS

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

DIVISION III: GENERAL CONDITIONS OF THE CONTRACT

Standard General Conditions	GC-1-1
Supplementary General Conditions	GC-2-1
Additional Insured Endorsement	GC-3-1

DIVISION IV: SPECIAL PROVISIONS

General Basis of Payment for Work	GPS-1-1
General Special Provisions	GPS-2-1
Special Provisions, Basis of Payment	GPS-3-1

DIVISION V: STANDARD SPECIFICATIONS & DRAWINGS

SSD-1-1

DIVISION VI: CONTRACT DRAWINGS

Standard Specifications (Bound Within)

CONTRACT DOCUMENTS

DIVISION I: BIDDING DOCUMENTS
TABLE OF CONTENTS

Advertisement for Bids	B-1
Instructions to Bidders	B-2
Bid Proposal -Original	B-3
Certification for Bid	B-4
Bid Security	B-5
Contractor's Drug Free Workplace Certification	B-6
Photo Copied Bid Proposal	B-7

ADVERTISEMENT FOR BIDS

CITY OF GENEVA
22 SOUTH FIRST STREET
GENEVA, IL 60134

Sealed BIDS for the Well No. 6 Rehabilitation Project will be received by the City of Geneva at the City Hall until **10:00 A.M.** (Local Time), on the **17th** day of **October 2022**, and then at said office and time, publicly opened and read aloud.

The proposed work for the Well No. 6 Rehabilitation Project consists of the proper permitting, mobilization, pulling the existing pump and motor, rehabilitation work, reinstall the pump and motor, testing and chlorination of the 250HP motor and 1100 GPM pump set at 850' in a deep sandstone well and related work in accordance with the Contract Documents in Geneva, Illinois, for the Well No. 6 Rehabilitation Project.

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

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital documents for \$40.00 by inputting Quest project number **8301820** on the website's projects search page. Please contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with digital project information.

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

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

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

CITY OF GENEVA

Date: September 20, 2022.

BY: Bob VanGyseghem
Water and Sewer Superintendent

INSTRUCTIONS TO BIDDERS

INDEX

NO.	TITLE	PAGE NO.
1	Defined Terms	B-2-2
2	Copies of Bidding Documents	B-2-2
3	Qualifications of Bidders	B-2-2
4	Examination of Contract Documents and Site	B-2-2
5	Interpretations and Addenda	B-2-3
6	Bid Security	B-2-3
7	Contract Time	B-2-4
8	Liquidated Damages	B-2-4
9	Substitute or "Or-Equal" Items	B-2-4
10	Bid Form	B-2-4
11	Submission of Bids	B-2-5
12	Modification and Withdrawal of Bids	B-2-5
13	Opening of Bids	B-2-5
14	Bids to Remain Subject to Acceptance	B-2-5
15	Award of Contract	B-2-6
16	Contract Security	B-2-6
17	Signing of Agreement	B-2-7
18	Sales and Use Taxes	B-2-7
19	Applicable Laws, Ordinances, Rules and Regulations	B-2-7
20	Prevailing Wage	B-2-7
21	Bidding Certificate	B-2-7
22	Safety Certificate	B-2-8
23	Photo Copied Bid Proposal	B-2-8

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

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

2. COPIES OF BIDDING DOCUMENTS.

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

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

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

3. QUALIFICATIONS OF BIDDERS.

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

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

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

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

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

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

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

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

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

5. INTERPRETATIONS AND ADDENDA.

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

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

6. BID SECURITY.

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

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

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

7. CONTRACT TIME

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

8. LIQUIDATED DAMAGES.

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

9. SUBSTITUTE OR "OR-EQUAL" ITEMS.

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

10. BID FORM.

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

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

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

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

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

11. SUBMISSION OF BIDS.

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

12. MODIFICATION AND WITHDRAWAL OF BIDS.

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

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

13. OPENING OF BIDS.

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

14. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

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

15. AWARD OF CONTRACT.

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

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

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

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

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

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

16. CONTRACT SECURITY.

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

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

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

17. SIGNING OF AGREEMENT.

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

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

18. SALES AND USE TAXES.

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

19. APPLICABLE LAWS, ORDINANCES, RULES, AND REGULATIONS

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

20. PREVAILING WAGE.

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

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

21. BIDDING CERTIFICATE.

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

22. SAFETY CERTIFICATE.

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

23. PHOTOCOPIED BID PROPOSAL

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

Kane County Prevailing Wage Rates posted on 8/16/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W				
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	AII	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	AII	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	AII	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	AII	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	AII	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	AII	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	AII	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	AII	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	AII	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	AII	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	AII	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	AII	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	AII	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	AII	ALL		50.30	52.30	1.5	1.5	1.5	2.0	19.73	4.15	0.00	1.55	
PAINTER - SIGNS	AII	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	AII	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	25.27	1.00	0.80	
PIPEFITTER	AII	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	AII	BLD		47.75	50.62	1.5	1.5	2.0	2.0	17.08	19.18	0.00	1.00	
PLUMBER	AII	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58	
ROOFER	AII	BLD		47.80	51.80	1.5	1.5	2.0	2.0	11.58	14.71	0.00	0.96	
SHEETMETAL WORKER	AII	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	AII	BLD		53.25	56.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75	
STEEL ERECTOR	AII	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	AII	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
TERRAZZO FINISHER	AII	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03	
TERRAZZO MASON	AII	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07	
TILE MASON	AII	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	AII	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	AII	ALL	1	41.06	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	AII	ALL	2	41.21	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	AII	ALL	3	41.41	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	AII	ALL	4	41.61	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TUCK POINTER	AII	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 Turntrailers 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 Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the

mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

BID
FOR THE CONSTRUCTION OF
WELL NO. 6 REHABILITATION PROJECT
CITY OF GENEVA
KANE COUNTY, ILLINOIS

THIS BID IS SUBMITTED TO:

CITY OF GENEVA
22 SOUTH FIRST STREET
GENEVA, IL 60134

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

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

DATE	NUMBER
<u>10/04/22</u>	<u>1</u>
_____	_____

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

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

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of

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

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

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

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

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

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

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

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

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

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

**BID SCHEDULE
WELL NO. 6 REHABILITATION PROJECT
CITY OF GENEVA, ILLINOIS**

4. BIDDER hereby proposes and agrees, if this BID is accepted, to enter into agreement, in the form attached, to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work: tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and Bonds, insurance, and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by the Contractor for the Well No. 6 Rehabilitation Project for the following Unit Prices:

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
BASE BID					
1	Mobilization and Clean-Up	1	LSUM	\$13,870.00	\$13,870.00
2	Pulling the Pump and Motor	1	LSUM	\$12,510.00	\$12,510.00
3	Discharge Column Pipe				
3A	Sandblast Column Pipe	850	LF	\$14.00	\$11,900.00
3B	Epoxy Coating to Interior & Exterior of Column Pipe	850	LF	\$13.00	\$11,050.00
3C	Rethreading Column Pipe	30	EA	\$120.00	\$3,600.00
3D	8", Schedule 40, Column Pipe	200	LF	\$95.00	\$19,000.00
3E	Couplings	10	EA	\$295.00	\$2,950.00
3F	Lakewood Check Valve	2	EA	\$1,105.00	\$2,210.00
4	Submersible Motor				
4A	New Submersible Motor, Oil Filled Manufacturer: <u>Sunstar Electric</u>	1	LSUM	\$107,090.00	\$107,090.00
4B	Service Existing Motor, Includes Shipping	1	LSUM	\$14,390.00	\$14,390.00
5	Cable				
5A	Hypot Test the Submersible Cable	1	LSUM	\$480.00	\$480.00
5B	500 MCM Cable / Ground Jacket Power Cable	200	LF	\$71.00	\$14,200.00
5C	New Flat Cable	1	LSUM	\$4,980.00	\$4,980.00
6	Replacement Pump Bowl Assembly	1	LSUM	\$41,370.00	\$41,370.00
7	Reinstall Pump and Motor, Pump Test	1	LSUM	\$18,310.00	\$18,310.00
8	T.V. Well Survey	1300	LF	\$3.00	\$3,900.00
9	Two (2) 1/4" Plastic Air lines Rated for 260 psi	1700	LF	\$1.00	\$1,700.00
10	1 1/4" PVC Transducer Chase Pipe	850	LF	\$2.00	\$1,700.00
TOTAL					\$285,210.00
11	ADDITIONAL ITEMS				
11A	Rebuild Existing Pump	1	LSUM	\$9,330.00	\$9,330.00
11B	Additional Test Pumping	12	HOUR	\$359.00	\$4,308.00
11C	Bailing Well	12	HOUR	\$510.00	\$6,120.00
11D	Rebuild Existing Motor, Includes Shipping	1	LSUM	\$24,560.00	\$24,560.00

5. BIDDER agrees to the following:

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

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

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

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

7. Communications concerning this Bid shall be addressed to:

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

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

SUBMITTED on October 17, 2022.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Telephone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____ (General Partner)

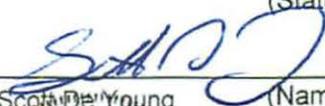
Business address: _____

Telephone Number: _____

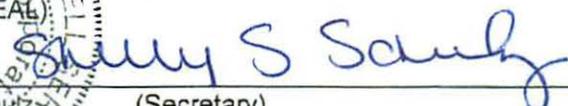
A Corporation

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

Wisconsin
(State of Incorporation)

By 
(Name of person authorized to sign)

Scott De Young
Resident
(Title)

(CORPORATE SEAL)
Attest 
Shelly Schultz (Secretary)

Business address: 1212 Storbeck Drive
Waupun, WI 53963

Telephone Number: (920) 324-3400

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

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

CERTIFICATION FOR BID

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder is not barred from bidding upon the Bid Specifications for the Project known as WELL NO. 6 REHABILITATION PROJECT, as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).


Name Scott De Young - President

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

October 12, 2022
Date

Bid Bond



AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

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

Bid Bond No. OS02061

SURETY:

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

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

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

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

OWNER:

(Name, legal status and address)

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

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

PROJECT:

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

Well #6 Rehabilitation; Project Number: GE-561

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

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

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

Signed and sealed this 26th day of September, 2022

(Witness) Sherry S. Schulte

(Witness) Karla K. Heffron

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





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of September, 2022

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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



24-5172

Signed and sealed at the City of Brookfield, WI this 26th day of September, 2022

Karen J. Haffner
Assistant Secretary

ORSC 22282 (3-06)

J. RYAN BONDING, INC.

B-5- 1 (1)
GE-561

ATTACH BID SECURITY HERE

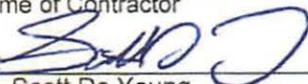
CONTRACTOR'S DRUG FREE WORKPLACE CERTIFICATION

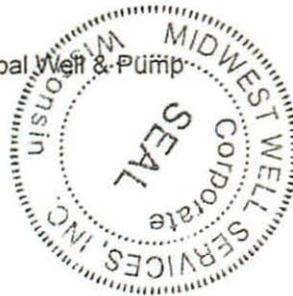
Pursuant to 30 ILCS 580//1 et seq. (the "Drug Free Workplace Act"), the undersigned Contractor hereby certifies to the City of Geneva that it will provide a drug free workplace by:

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

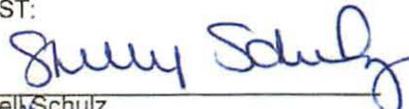
Failure to abide by this Contractor's Drug Free Workplace Certification shall subject the Contractor to the penalties set forth in Sections 6, 7 and 8 of the Drug Free Workplace Act.

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

By 
Scott De Young
Its President



ATTEST:

By 
Shelly Schulz
Its Secretary

DATED: October 12, 2022

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

INDIVIDUAL'S DRUG FREE WORKPLACE CERTIFICATION

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

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

Scott De Young, President

Name of Individual (Print or Type)

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



Signature

Dated: October 12, 2022

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

B-7- 1 (1)
GE-561

PHOTOCOPIED BID PROPOSAL

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

BID
FOR THE CONSTRUCTION OF
WELL NO. 6 REHABILITATION PROJECT
CITY OF GENEVA
KANE COUNTY, ILLINOIS

THIS BID IS SUBMITTED TO:

CITY OF GENEVA
22 SOUTH FIRST STREET
GENEVA, IL 60134

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

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

DATE	NUMBER
<u>10/04/22</u>	<u>1</u>
_____	_____

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

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

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, explorations, tests and studies (in addition to or supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of

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

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

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

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

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

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

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

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

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

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

**BID SCHEDULE
WELL NO. 6 REHABILITATION PROJECT
CITY OF GENEVA, ILLINOIS**

4. BIDDER hereby proposes and agrees, if this BID is accepted, to enter into agreement, in the form attached, to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work: tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and Bonds, insurance, and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by the Contractor for the Well No. 6 Rehabilitation Project for the following Unit Prices:

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
BASE BID					
1	Mobilization and Clean-Up	1	LSUM	\$13,870.00	\$13,870.00
2	Pulling the Pump and Motor	1	LSUM	\$12,510.00	\$12,510.00
3	Discharge Column Pipe				
3A	Sandblast Column Pipe	850	LF	\$14.00	\$11,900.00
3B	Epoxy Coating to Interior & Exterior of Column Pipe	850	LF	\$13.00	\$11,050.00
3C	Rethreading Column Pipe	30	EA	\$120.00	\$3,600.00
3D	8", Schedule 40, Column Pipe	200	LF	\$95.00	\$19,000.00
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3F	Lakewood Check Valve	2	EA	\$1,105.00	\$2,210.00
4	Submersible Motor				
4A	New Submersible Motor, Oil Filled Manufacturer: <u>Sunstar Electric</u>	1	LSUM	\$107,090.00	\$107,090.00
4B	Service Existing Motor, Includes Shipping	1	LSUM	\$14,390.00	\$14,390.00
5	Cable				
5A	Hypot Test the Submersible Cable	1	LSUM	\$480.00	\$480.00
5B	500 MCM Cable / Ground Jacket Power Cable	200	LF	\$71.00	\$14,200.00
5C	New Flat Cable	1	LSUM	\$4,980.00	\$4,980.00
6	Replacement Pump Bowl Assembly	1	LSUM	\$41,370.00	\$41,370.00
7	Reinstall Pump and Motor, Pump Test	1	LSUM	\$18,310.00	\$18,310.00
8	T.V. Well Survey	1300	LF	\$3.00	\$3,900.00
9	Two (2) 1/4" Plastic Air lines Rated for 260 psi	1700	LF	\$1.00	\$1,700.00
10	1 1/4" PVC Transducer Chase Pipe	850	LF	\$2.00	\$1,700.00
TOTAL					\$285,210.00
11	ADDITIONAL ITEMS				
11A	Rebuild Existing Pump	1	LSUM	\$9,330.00	\$9,330.00
11B	Additional Test Pumping	12	HOUR	\$359.00	\$4,308.00
11C	Bailing Well	12	HOUR	\$510.00	\$6,120.00
11D	Rebuild Existing Motor, Includes Shipping	1	LSUM	\$24,560.00	\$24,560.00

5. BIDDER agrees to the following:

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

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

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

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

7. Communications concerning this Bid shall be addressed to:

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

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

SUBMITTED on October 17, 2022.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Telephone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____ (General Partner)

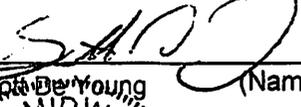
Business address: _____

Telephone Number: _____

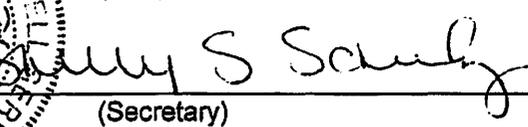
A Corporation

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

Wisconsin
(State of Incorporation)

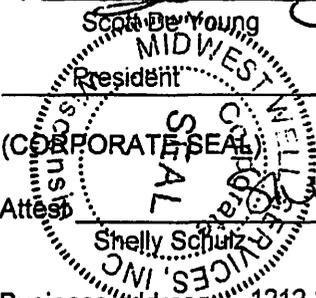
By 
Scott DeYoung (Name of person authorized to sign)

Resident
(Title)

Attest 
Shelly Schütz (Secretary)

Business address: 1212 Storbeck Drive
Waupun, WI 53963

Telephone Number: (920) 324-3400



A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

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

CERTIFICATION FOR BID

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder is not barred from bidding upon the Bid Specifications for the Project known as WELL NO. 6 REHABILITATION PROJECT, as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).


Name Scott De Young President

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

October 12, 2022
Date

Bid Bond

AIA Document A310™ - 2010

CONTRACTOR:

(Name, legal status and address)
MIDWEST WELL SERVICES, INC. DBA
MUNICIPAL WELL & PUMP
1212 Storbeck Dr
Waupun, WI 53963

Bid Bond No. OS02061

SURETY:

(Name, legal status and principal place of business)

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

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

OWNER:

(Name, legal status and address)

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

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

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

PROJECT:

(Name, location or address, and Project number, if any)
Well #6 Rehabilitation; Project Number: GE-561

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

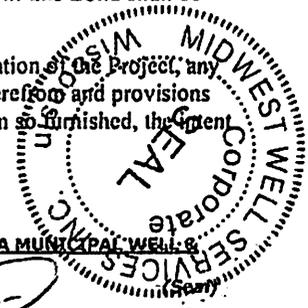
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 26th day of September, 2022

Sherry S. Schuch
(Witness) Sherry S. Schuch
Karla K. Haffron
(Witness) Karla K. Haffron

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP
(Principal)
Samuel Duchow
(Title) Samuel Duchow, Attorney-in-Fact
Old Republic Surety Company
(Surety)
Samuel Duchow *(Seal)*
(Title) Samuel Duchow, Attorney-in-Fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

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

24-5172



Signed and sealed at the City of Brookfield, WI this 26th day of September, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22282 (3-06)

B-5- 1 (1)
GE-561

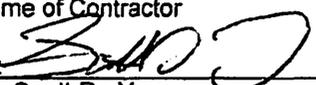
ATTACH BID SECURITY HERE

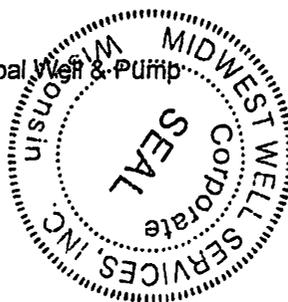
CONTRACTOR'S DRUG FREE WORKPLACE CERTIFICATION

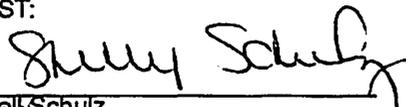
Pursuant to 30 ILCS 580//1 et seq. (the "Drug Free Workplace Act"), the undersigned Contractor hereby certifies to the City of Geneva that it will provide a drug free workplace by:

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

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

Midwest Well Services, Inc. dba: Municipal Well & Pump
Name of Contractor
By: 
Scott De Young
Its President



ATTEST:
By: 
Shelly Schulz
Its Secretary

DATED: October 12, 2022

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

INDIVIDUAL'S DRUG FREE WORKPLACE CERTIFICATION

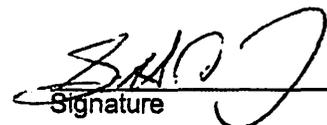
Pursuant to 30 ILCS 580/1 et seq. (the "Drug Free Workplace Act"), the undersigned individual certifies to the City of Geneva that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

Scott De Young, President

Name of Individual (Print or Type)

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



Signature

Dated: October 12, 2022

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

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 Midwest Well Services, Inc. dba: Municipal Well & Pump (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42.1, Illinois Revised Statutes.

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

BY: 
Scott De Young

TITLE: President

Subscribed and sworn to
before me this 12 day
of October, 2022.


Notary Public



CERTIFICATION FOR CONTRACT

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project known as Well No. 6 Rehabilitation.



Name Scott De Young, President

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

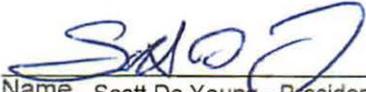
Company

October 12, 2022

Date

CERTIFICATION FOR CONTRACT

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder is fully aware that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. And the Act and shall maintain all records relating to this Agreement Well No. 6 Rehabilitation in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City. Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and basis of extension under the Act permits, consider such extensions.


Name Scott De Young - President

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

October 12, 2022
Date

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

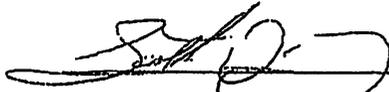
The undersigned, being all the directors of MIDWEST WELL SERVICES, INC., do hereby adopt the following actions as the actions of the corporation's directors in lieu of an annual meeting of the directors, by unanimous written consent, pursuant to Section 180.0821 of the Wisconsin Statutes.

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

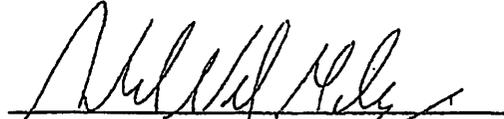
President/Treasurer	Scott A. De Young
Exec. Vice President	Richard N. Mllaeger
Vice President	Tracy R. Greenfield
Vice President	Martin T. Van Ells
Secretary	Shelly S. Schulz
Assistant Secretary	Gretchen Schaver

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

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

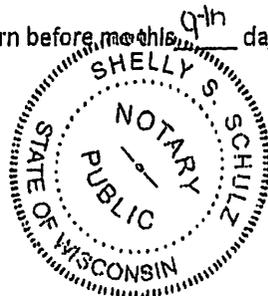


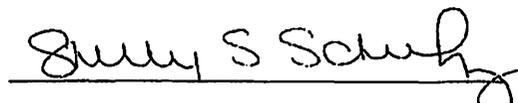
Scott A. De Young, Director



Richard N. Mllaeger, Director

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





Shelly S. Schulz

Commission Exp. 6/19/24

File Number

6291-689-3



To all to whom these Presents Shall Come, Greeting:

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

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



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

Jesse White

SECRETARY OF STATE



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 62916893
Entity Name MIDWEST WELL SERVICES, INC.
Status ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
FOREIGN BCA

Qualification Date (Foreign)
Wednesday, 21 May 2003

State
WISCONSIN

Duration Date
PERPETUAL

Agent Information

Name
THOMAS G ODDO

Address
1900 SPRING ROAD SUITE 200
OAK BROOK , IL 60523

Change Date
Thursday, 23 June 2016

Annual Report

Filing Date
Monday, 18 May 2020

For Year
2020

Officers

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

Secretary
Name & Address
SCOTT DEYOUNG (TR) SAME

Assumed Name

ACTIVE
MUNICIPAL WELL & PUMP

ACTIVE
PUMPSTATION PROFESSIONALS

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

(One Certificate per Transaction)

United States of America
State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

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

MIDWEST WELL SERVICES, INC.

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

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



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

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

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

DFI/Corp/33

To validate the authenticity of this certificate

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

Enter this code: 241103-EA446E14



525 • 535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

November 30, 2020

RICHARD N MILAEGER
PO BOX 311
WAUPUN, WI 53963

Dear RICHARD MILAEGER,

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

FRONT:

	WATER WELL CONTRACTOR LICENSE	
License ID 092-008630	Issued 11/30/2020	Expiration 01/31/2022
RICHARD N MILAEGER PO BOX 311 WAUPUN, WI 53963		
Environmental Health See Reverse for Licensura		

BACK:

RICHARD N MILAEGER	092-008630
<u>WATER WELL CONTRACTOR</u> <u>LICENSE for:</u> Water Well Drilling, Alteration, or Repair Only	
Alteration of this certification shall result in legal action. This certification issued under authority of State of Illinois Department of Public Health	

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



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

November 19, 2020

RICHARD N MILAEGER
PO BOX 311
WAUPUN, WI 53963

Dear RICHARD MILAEGER,

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

FRONT:		BACK:
	WATER WELL PUMP INSTALLATION	RICHARD N MILAEGER 101-004208
License ID 101-004208	Issued 11/19/2020	<u>WATER WELL PUMP INSTALLATION</u> <u>CONTRACTOR LICENSE for:</u> Water Well Pump Installation or Repairing Pumps and Pumping Equipment Only
RICHARD N MILAEGER PO BOX 311 WAUPUN, WI 53963		Alteration of this certification shall result in legal action. This certification issued under authority of State of Illinois Department of Public Health
Environmental Health See Reverse for Licensee		

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



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

October 22, 2020

TRACY GREENFIELD
PO BOX 311
WAUPUN, WI 53963

Dear TRACY GREENFIELD,

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

FRONT:	BACK:			
 <p data-bbox="521 1225 691 1264">WATER WELL & PUMP INSTALLATION</p> <table data-bbox="298 1278 699 1327"><tr><td data-bbox="298 1278 391 1327">License ID 102-003407</td><td data-bbox="464 1278 557 1327">Issued 10/22/2020</td><td data-bbox="610 1278 699 1327">Expiration 01/31/2022</td></tr></table> <p data-bbox="245 1370 423 1442">TRACY GREENFIELD PO BOX 311 WAUPUN, WI 53963</p>   <p data-bbox="293 1491 488 1534">Environmental Health See Reverse for Licensee</p>	License ID 102-003407	Issued 10/22/2020	Expiration 01/31/2022	<p data-bbox="808 1236 1273 1257">TRACY GREENFIELD 102-003407</p> <p data-bbox="808 1283 1094 1325"><u>WATER WELL & PUMP INSTALLATION</u> <u>CONTRACTOR LICENSE for:</u></p> <p data-bbox="808 1332 1182 1400">Water Well Drilling, Alteration, or Repair and Water Well Pump Installation or Repairing Pumps and Pumping Equipment</p> <p data-bbox="850 1421 1224 1506">Alteration of this certification shall result in legal action. This certification issued under authority of State of Illinois Department of Public Health</p>
License ID 102-003407	Issued 10/22/2020	Expiration 01/31/2022		

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



MUNICIPAL WELL & PUMP

CORPORATE RESUME

Municipal Well & Pump

a division of Midwest Well Services, Inc.

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

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

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

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

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

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

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

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

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

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

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

MAJOR CONTRACTS ON HAND

As of April 29, 2021

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

Total Current Backlog \$3,965,743.00

List of References

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

Wisconsin Municipal References:

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

Engineer References

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

Equipment List

Pump Rigs

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

Drill Rigs

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

Service Trucks

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

Support Equipment

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

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

Contracts Completed

Wisconsin Projects:

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

Illinois Projects:

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

Contracts Completed

Lake in the Hills, IL	Well #14 & # 15 – Pump Equipment/Install	350,634	July, 2016
Crystal Lake, IL	Well #16 Pump Rehabilitation	114,982	June, 2017
Arlington Heights, IL	Well #11 Rehabilitation	493,077	June, 2017
Buda, IL	Drill Well #3 -10" x 1.630'	462,780	June, 2017
German Valley, IL	Two new wells - #4 & #5	415,780	June, 2017
Winnebago County, IL	Drill Well #2 – 16" x 625' w/Pump +	449,526	August, 2017
Arlington Park Race Course	Well Pump Repair / Well Rehab	255,151	March, 2018
LaSalle, IL	Well #10 Rehabilitation	78,652	March, 2018
Naperville, IL	Well #20 Pump Rehabilitation	365,949	August 2018
Monee, IL	Well #5 Construction	219,758	August 2018
Carpentersville, IL	Well #5 Rehabilitation	90,888	October 2018
Belvidere, IL	Well #7 Rehabilitation	162,330	December 2018
Freeport, IL	Test Wells #11 & #12	649,708	February, 2019
Coal City, IL	Well #5 Repairs	83,233	January, 2019
Rockford, IL	Well U35 Rehabilitation	152,026	January, 2019
Capron, IL	Well #3 Construction	301,355	February, 2019
Freeport, IL	Test Wells #11 & #12	658,708	February, 2019
Durand, IL	Test Well	205,361	May, 2019
Shannon, IL	Well #5 Construction	316,589	October, 2019
Sycamore, IL	Well #6 Pump Repairs	165,235	February 2020
LaSalle, IL	Well #12 Rehabilitation	120,330	March 2020
Island Lake, IL	Well #4-10 Rehabilitation	40,272	April 2020
LaSalle, IL	Well #6 Rehabilitation	79,589	June 2020
Grayslake, IL	Well #5 Construction	514,200	June 2020
Crystal Lake, IL	Well #16 Pump Repairs	206,222	July 2020
Carpentersville, IL	Well #6 Rehabilitation	57,782	September 2020
Genoa, IL	Well #4 Modifications	158,812	October 2020
Cary, IL	Well #10 Rehabilitation	200,914	December 2020
Loves Park, IL	Test Well Construction	206,981	February 2021
Huntley, IL	Well #8 Rehabilitation	131,225	April 2021
Bishop Hill, IL	Well #2 Construction	\$389,583	April 2021

Other State Projects:

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

Municipal Well & Pump

Resume of Key Employees

Scott De Young – President/CFO, Treasurer

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

Dick Milaeger – Executive Vice President / Senior Project Manager

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

Tracy Greenfield - Vice President / Senior Project Manager

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

Marty Van Ells – Vice President / Senior Project Manager

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

Patrick Harrington - Sales / Project Manager

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

John Jensen – Sales / Senior Project Manager

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

Brian Brodersen, P.E. – Senior Project Engineer

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

Mark Mueller – Sales / Project Manager

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

**Municipal Well & Pump
BJ Project References**

As of January, 2021

Owner	Project Description	Year Completed	Well No.	HP	Voltage	Contact Name	Telephone
Fox Lake, IL	Pull, Inspect & Repair	2020	4	30	460	Matt Vesey	847-687-3506
Loves Park, IL	Pull, Inspect & Repair	2020	5	250	2300	Craig McDonald	815-877-1421
Huntley, IL	Pull, Inspect & Repair	2020	8	250	460	Steve Zonta	(847)-833-7074
Huntley, IL	Pull, Inspect & Repair	2019	10	300	460	Steve Zonta	(847)-833-7074
Rochelle, IL	Pull, Inspect & Replace	2019	8			Adam Lanning	(815) 591-2086
Waukesha, WI	Pull, Inspect & Replaced with Indar	2019	10	700	2,300	Jeff Detro	(262) 521-5272
Coal City, IL	Pull, Inspect & Rebuild	2018	5	150	460	Tyler Valente	(815) 634-8608
Pewaukee, WI	Pull, Inspect & Repair	2018	3	150	460	Dan Naze	(262) 891-5694
Crystal Lake, IL	Pull, Inspect & Rebuild	2017	16	300	460	Andy Resek	(815) 469-2020
Industrial Client, WI	Rebuild Spare BJ Motor	2017	Spare	150	460	Joseph Fierst	(920) 339-9880
Lake in the Hills, IL	Inspect, Replace with Indar	2015	Spare	350	460	Ryan McDillon	(847) 980-7500
Rochelle, IL	Pull, Inspect & Replace with Indar	2015	11	300	460	Adam Lanning	(815) 591-2085
Pingree Grove, IL	Pull, Inspect & Repair	2014	2	460	2,300	Gary Zickuhr	(847) 484-5083
Waukesha, WI	Install BJ	2014	10	1,000	2,300	Jeff Detro	(262) 521-5272
Park Forest, IL	Pull, Inspect and Repair BJ	2013	1	75	460	Ron Erickson	(708) 748-5346
Crystal Lake, IL	Pull, Inspect and Repair BJ	2012	16	300	460	Bradley Mitchell	(815) 469-202
Toolsie Roll, Chicago, IL	Pull BJ, Abandon Well	2011	1	350	460	Steve Liberg (Prairie State)	(630) 365-4242
Waukesha, WI	Pull, Replace Centrillift with Indar	2011	3	350	460	Jeff Detro	(262) 521-5272
Crystal Lake, IL	Pull, Inspect & Repair BJ	2010	16	300	460	Andy Resek	(815) 759-2020
Pewaukee, WI	Pull, Inspect & Repair BJ	2010	4	200	460	David White	(262) 891-5880
Waukesha, WI	Pull, Inspect & Repair Centrillift	2010	8	350	2,415	Jeff Detro	(262) 521-5272
Island Lake, IL	Pull, Replace BJ with Indar	2009	9	350	2,300	Neal De Young	(847) 526-1954
Lombard, IL	Pull, Inspect & Repair BJ	2009	8	400	2,300	Angela Podesta	(630) 620-5740
Lombard, IL	Pull, Inspect & Repair BJ	2009	10	40	460	Angela Podesta	(630) 620-5740
Lombard, IL	Pull, Inspect & Repair BJ	2008	11	40	460	Angela Podesta	(630) 620-5740
La Salle, IL	Pull, Inspect & Repair BJ	2008	11	100	460	Dave Stacker	(815) 228-6102
Lombard, IL	Pull, Inspect & Repair BJ	2007	7	360	2,300	Angela Podesta	(630) 620-5740
Rochelle, IL	Pull, Inspect & Repair BJ	2007	11	300	460	Kathy Cooper	(815) 284-3381
Brookfield, WI	Pull, Inspect & Repair BJ	2006	24	250	460	Mark Simon	(262) 796-8717
Crystal Lake, IL	Pull, Inspect & Repair BJ	2006	7	250	460	Andy Resek	(815) 469-2020
Sycamore, IL	Pull, Inspect & Repair Sunstar	2006	5	200	460	Mike Swedberg	(815) 885-2548
Waukesha, WI	Pull, Inspect & Repair BJ	2002	6	400	460	Jeff Detro	(262) 521-5273
Waukesha, WI	Pull, Inspect & Repair BJ	2002	10	1,000	2,300	Jeff Detro	(262) 521-5272
Wauconda, IL	Pull, Inspect & Repair BJ	2001	6	26	230	Mark Gedde	(847) 526-9600
Batavia, IL	Pull, Inspect & Repair BJ	1997	2	200	2,300	John Dillon	(830) 879-1424
Vernon Hills	Pull, Inspect & Repair BJ	1997	2	300	460	Martin Galantha	(847) 377-2928

Employee	BJ Years of Experience	Position
Andy Klomme	23+	Operator
Darwin Schultz	32+	Operator
Tom Piscitello	22+	Operator
Wes Dorksen	16+	Operator
Richard Milzager	35+	VP Sales

CONTRACT DOCUMENTS

DIVISION II: STANDARD DOCUMENT FORMS
TABLE OF CONTENTS

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

CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the 5th day of December in the year 2022, by and between the CITY OF GENEVA, Illinois (hereinafter called OWNER) and Municipal Well & Pump (hereinafter called CONTRACTOR).

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

ARTICLE 1: WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: the proper permitting, mobilization, pulling the existing pump and motor, rehabilitation work, reinstall the pump and motor, testing and chlorination of the 250HP motor and 1100 GPM pump set at 850' in a deep sandstone well and related work in accordance with the Contract Documents in Geneva, Illinois, for the Well No. 6 Rehabilitation Project.

ARTICLE 2: ENGINEER

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

ARTICLE 3: CONTRACT TIME AND LIQUIDATED DAMAGES

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

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

ARTICLE 4: CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: at the lump sum or unit prices stated in the Bid and totaling \$ 285,210.00.

ARTICLE 5: PAYMENT PROCEDURES

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

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

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

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

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

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

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

ARTICLE 6: INTEREST

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

ARTICLE 7: CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

ARTICLE 8: CONTRACT DOCUMENTS

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

- 8.1. This Agreement (pages 1 to 5 inclusive).
- 8.2. Advertisement for Bids.
- 8.3. Information for Bidders.
- 8.4. Contractor's Bid and Bond.
- 8.5. Performance and other Bonds, identified as Section SDF - 2.
- 8.6. Certificate of Compliance.
- 8.7. Certification of Contract.
- 8.8. Certification of Contract.
- 8.9. Notice of Award.
- 8.10. Notice to Proceed.
- 8.11. General Conditions (pages 1 to 42, inclusive).
- 8.12. Supplementary Conditions (pages 1 to 2, inclusive).
- 8.13. Special Provisions.
- 8.14. Standard Specifications and Drawings as set forth in Division V - Standard Specifications and Drawings.
- 8.15. Drawings consisting of two sheets bound within, inclusive, with each sheet bearing the following general title: Well No. 6 Rehabilitation, Geneva, Illinois.
- 8.16. Addenda numbers 1 to 1, inclusive.
- 8.17. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.18. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted).

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

ARTICLE 9: MISCELLANEOUS

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

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

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

ARTICLE 10: OTHER PROVISIONS

Notwithstanding any provision of this Contract to the contrary, the services, labor, materials and equipment provided by Contractor are for the construction of a public improvement as defined by Section 23 of The Mechanic's Lien Act of the State of Illinois (Ch. 82, Sec. 23, Ill. Rev. Stat., 1989).

Contractor, its subcontractors, material men, and employees shall not suffer or permit any mechanic's lien to be filed against any such real property upon which the work is performed. If any such mechanic's lien shall at any time be filed against any such real property, Contractor shall cause same to be discharged of record within 15 days after the date of filing. If Contractor shall fail to discharge such lien within said period, then, in addition to any other right or remedy of the City, the City may, but shall not be obligated to, discharge the same by paying the amount claimed to be due and deducting the amount so paid from the balance owed Contractor.

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

This Agreement will be effective on December 5, 2022.

CONTRACTOR: Municipal Well & Pump

BY [Signature]
[CORPORATE SEAL]

Attest [Signature]
Address for giving notices

1212 Storbeck Drive

Waupun, WI, 53963

License No. IDPH # 101-004208 * #092-608630
Agent for service of process:

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

OWNER: CITY OF GENEVA

BY [Signature]
[CORPORATE SEAL]

Attest [Signature]
Address for giving notices

22 South First Street

Geneva, IL 60134

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

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

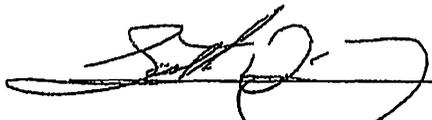
The undersigned, being all the directors of MIDWEST WELL SERVICES, INC., do hereby adopt the following actions as the actions of the corporation's directors in lieu of an annual meeting of the directors, by unanimous written consent, pursuant to Section 180.0821 of the Wisconsin Statutes.

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

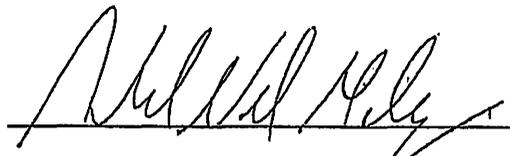
President/Treasurer	Scott A. De Young
Exec. Vice President	Richard N. Millaeger
Vice President	Tracy R. Greenfield
Vice President	Martin T. Van Ellis
Secretary	Shelly S. Schulz
Assistant Secretary	Gretchen Schaver

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

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

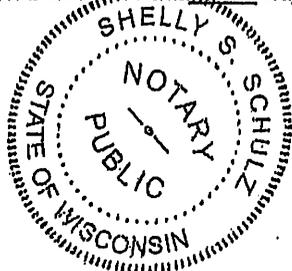


Scott A. De Young, Director



Richard N. Millaeger, Director

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





Shelly S. Schulz

Commission Exp. 6/19/24

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

1212 Storbeck Dr

Waupun, WI 53963

OWNER (Name and Address):

City of Geneva

22 S 1st St

Geneva, IL 60134

CONTRACT

Effective Date of Agreement: 12/05/2022

Amount: \$285,210.00

Description (Name and

Location): Well No. 6 Rehabilitation Project #GE-561

BOND

Bond Number: MCN 7444194

Date (Not earlier than Effective Date
of Agreement): 12/07/2022

Amount: \$285,210.00

Modifications to this Bond Form: None

SURETY (Name, and Address of Principal Place of Business):

Old Republic Surety Company

P.O. Box 1635

Milwaukee, WI 53201-1635

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP (Seal)

Contractor's Name and Corporate Seal

By: [Signature]
Signature

Scott DeWong
Print Name

President
Title

Attest: [Signature]
Signature BRIAN BRODENSEN

SENIOR PROJECT ENGINEER
Title

SURETY

Old Republic Surety Company (Seal)

Surety's Name and Corporate Seal
By: [Signature]
Signature (Attach Power of Attorney)

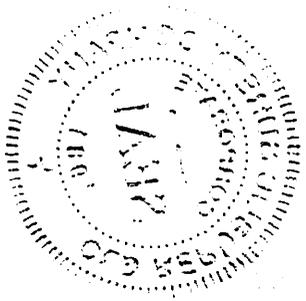
Connie Smith
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Molli J. Hansen
Title Witness

Note: Provide execution by additional parties, such as joint venturers, if necessary.



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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

2.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

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

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

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

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

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

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

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY - (Name, Address and Telephone)

Surety Agency or Broker: J. Ryan Bonding, Inc., PO Box 465, Hudson, WI 54016 (800) 535-0006

Owner's Representative (*Engineer or other party*): Rempe-Sharpe And Associates, Inc. Geneva IL

PAYMENT BOND

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

CONTRACTOR (Name and Address):

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

1212 Storbeck Dr

Waupun, WI 53963

OWNER (Name and Address):

City of Geneva

22 S 1st St

Geneva, IL 60134

CONTRACT

Effective Date of Agreement: 12/05/2022

Amount: \$285,210.00

Description (Name and Location): Well No. 6 Rehabilitation Project #GE-561

BOND

Bond Number: MCN 7444194

Date (Not earlier than Effective Date of Agreement): 12/07/2022

Amount: \$285,210.00

Modifications to this Bond Form: None

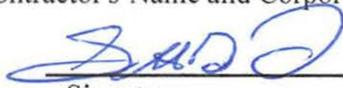
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

Contractor's Name and Corporate Seal

By:



Signature



Print Name

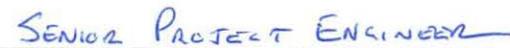


Title

Attest:



Signature BRIAN BROERSEN



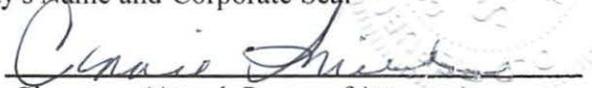
Title

SURETY

Old Republic Surety Company

Surety's Name and Corporate Seal

By:



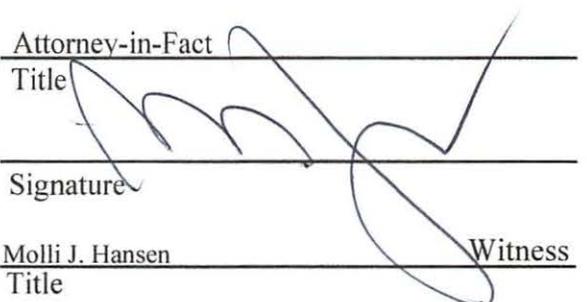
Signature (Attach Power of Attorney)

Connie Smith

Print Name

Attorney-in-Fact

Title



Mollie J. Hansen

Title

Witness

Note: Provide execution by additional parties, such as joint venturers, if necessary.



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

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

FOR INFORMATION ONLY - (*Name, Address, and Telephone*) Surety Agency or Broker: J. Ryan Bonding, Inc., PO Box 465, Hudson, WI 54016 (800) 535-0006
Owner's Representative (*Engineer or other*): Rempe-Sharpe And Associates, Inc. Geneva IL



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of September, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

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

24-5172



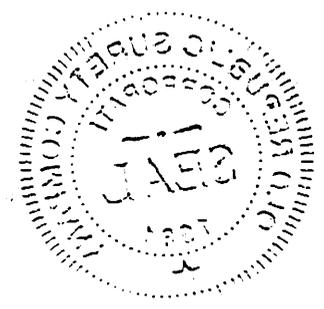
Signed and sealed at the City of Brookfield, WI this 7th day of December, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

J. RYAN BONDING, INC.

[Faint, mostly illegible text covering the majority of the page]





ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
Project: Well No. 6 Rehabilitation Project

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

CERTIFICATE OF COMPLIANCE WITH SECTION 11-42.1-1
OF THE ILLINOIS MUNICIPAL CODE

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that Municipal Well & Pump (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42.1, Illinois Revised Statutes.

Municipal Well & Pump

(Name of Contractor)

BY: [Signature]

TITLE: President

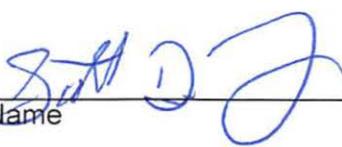
Subscribed and sworn to
before me this 9th day
of December, 2022.

Gretchen R. Schaver
Notary Public
04.03.2024



CERTIFICATION FOR CONTRACT

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project known as Well No. 6 Rehabilitation .


Name

Municipal Well & Pump
Company

12-08-22
Date

CERTIFICATION FOR CONTRACT

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder is fully aware that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. And the Contractor shall maintain all records relating to this Agreement Well No. 6 Rehabilitation in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and basis of extension under the Act permits, consider such extensions.



Name

Municipal Well & Pump

Company

12-07-22

Date

NOTICE OF AWARD

Dated November 11, 2022

TO: Municipal Well & Pump

ADDRESS: 1212 Storbeck Drive

Waupun, WI 53963

920 324-3400

PROJECT: Well No. 6 Rehabilitation

CONTRACT FOR: consists of the proper permitting, mobilization, pulling the existing pump and motor, rehabilitation work, reinstall the pump and motor, testing and chlorination of the 250HP motor and 1100 GPM pump set at 850' in a deep sandstone well and related work in accordance with the Contract Documents in Geneva, Illinois, for the Well No. 6 Rehabilitation Project.

You are notified that your Bid dated October 17, 2022 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the Well No. 6 Rehabilitation Project.

The Contract Price of your contract is Two Hundred Eighty-Five Thousand, Two Hundred Ten Dollars and No Cents (\$285,210.00).

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

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

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

3. (List other conditions precedent).

Addendum No. 1 _____

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

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

CITY OF GENEVA

By: _____

Title: _____

Copy to ENGINEER

NOTICE TO PROCEED

Dated December 5, 2022

TO: Municipal Well & Pump

ADDRESS: 1212 Storbeck Drive

Waupun, WI 53963

920 324-3400

PROJECT: Well No. 6 Rehabilitation

CONTRACT FOR: consists of the proper permitting, mobilization, pulling the existing pump and motor, rehabilitation work, reinstall the pump and motor, testing and chlorination of the 250HP motor and 1100 GPM pump set at 850' in a deep sandstone well and related work in accordance with the Contract Documents in Geneva, Illinois, for the Well No. 6 Rehabilitation Project.

You are hereby notified that the Contract Time under the above contract will commence to run December 5, 2022. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are April 24, 2023 and May 4, 2023, respectively.

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

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

CITY OF GENEVA

BY: 

TITLE: City Administrator

WORK DIRECTIVE CHANGE

No.: _____

PROJECT:

DATE OF ISSUANCE:

OWNER:

OWNER'S PROJECT NO.:

ADDRESS

CONTRACTOR:

ENGINEER:

ENGINEER'S PROJECT NO.:

CONTRACT FOR:

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

Description:

Purpose of Work Directive Change:

Attachments: (list documents supporting change)

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

Method of determining change in
Contract Price:

Method of determining change in
Contract Time:

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

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

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

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

RECOMMENDED:

AUTHORIZED:

by _____
Engineer

by _____
Owner

CONTRACT DOCUMENTS

DIVISION III: GENERAL CONDITIONS OF THE CONTRACT
TABLE OF CONTENTS

Standard General Conditions	GC-1-1
Supplementary General Conditions	GC-2-1
Additional Insured Endorsement	GC-3-1

STANDARD GENERAL CONDITIONS OF THE CONTRACT

TABLE OF CONTENTS

<u>ART. NO.</u>	<u>TITLE</u>	<u>PAGE</u>
1	DEFINITIONS	GC-1-1
2	PRELIMINARY MATTERS	GC-1-4
3.	CONTRACT DOCUMENTS: INTENT, AMENDING & REUSE	GC-1-5
4	AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS	GC-1-7
5	BONDS AND INSURANCE	GC-1-9
6	CONTRACTOR'S RESPONSIBILITIES	GC-1-13
7	OTHER WORK	GC-1-21
8	OWNER'S RESPONSIBILITIES	GC-1-22
9	ENGINEER'S STATUS DURING CONSTRUCTION	GC-1-22
10	CHANGES IN THE WORK	GC-1-25
11	CHANGE OF CONTRACT PRICE	GC-1-26
12	CHANGE OF CONTRACT TIME	GC-1-31
13	WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK..	GC-1-31
14	PAYMENTS TO CONTRACTOR AND COMPLETION	GC-1-34
15	SUSPENSION OF WORK AND TERMINATION	GC-1-39
16	MISCELLANEOUS	GC-1-41

DIVISION III

STANDARD GENERAL CONDITIONS OF THE CONTRACT

ARTICLE I - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

AGREEMENT - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

APPLICATION FOR PAYMENT - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

BID - The offer proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BONDS - Bid, performance and payment bonds and other instruments of security.

CHANGE ORDER - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

CONTRACT DOCUMENTS - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

CONTRACT PRICE - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

CONTRACT TIME - The number of days (computed as provided in paragraph 16.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

"DEFECTIVE" - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final

GC-1- 2(42)
R-S STD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposed for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements these General Conditions.

SUPPLIER - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

UNIT PRICE WORK - Work to be paid for on the basis of unit prices.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

WORK DIRECTIVE CHANGE - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2

WRITTEN AMENDMENT - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

DELIVERY OF BONDS:

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

COPIES OF DOCUMENTS:

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

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

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

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

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

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

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

2.6.2. A preliminary schedule of Shop Drawings submissions; and

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

2.7. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

PRECONSTRUCTION CONFERENCE:

2.8. Within ten days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

FINALIZING SCHEDULES:

2.9. At least ten days before submission of the first Application for Payment, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

INTENT:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for in one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change

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

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

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

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

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

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

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

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

REUSE OF DOCUMENTS:

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

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

PHYSICAL CONDITIONS:

4.2. Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.7, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.3. Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.8) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.7, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.4. Report of Differing Conditions; If CONTRACTOR believes that:

4.4.1. any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2 and 4.3 is inaccurate, or

4.4.2. any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.5. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

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

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

PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

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

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

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

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

REFERENCE POINTS:

4.10. OWNER shall provide engineering surveys to establish reference points for construction which, in ENGINEER'S judgment, are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

PERFORMANCE AND OTHER BONDS:

5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall, within five days thereafter, substitute another Bond and Surety, both of which must be acceptable to OWNER.

CONTRACTOR'S LIABILITY INSURANCE:

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;

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

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

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

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

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

CONTRACTUAL LIABILITY INSURANCE:

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

OWNER'S LIABILITY INSURANCE:

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

PROPERTY INSURANCE:

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

whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including fire, explosion, hail, lightening, wind, riot, aircraft, smoke, theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER'S consultants in the Work, all of whom shall be listed as insured or additional insured parties.

5.8. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least sixty days' prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

WAIVER OF RIGHTS:

5.11.1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER'S consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER,

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

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

RECEIPT AND APPLICATION OF PROCEEDS:

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

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

ACCEPTANCE OF INSURANCE:

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

PARTIAL UTILIZATION - PROPERTY INSURANCE:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

LABOR, MATERIALS AND EQUIPMENT:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials

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

ADJUSTING PROGRESS SCHEDULE:

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

SUBSTITUTES OR "OR EQUAL" ITEMS:

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

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

may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1. as applied by ENGINEER and as supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish, at CONTRACTOR'S expense, a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S consultants for evaluating each proposed substitute.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER'S or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject "defective" Work.

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the

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

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

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

PATENT FEES AND ROYALTIES:

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

PERMITS:

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

LAWS AND REGULATIONS:

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

Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

TAXES:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

USE OF PREMISES:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

RECORD DOCUMENTS:

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

SAFETY AND PROTECTION:

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

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

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

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

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

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

EMERGENCIES:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

SHOP DRAWINGS AND SAMPLES:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, six copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawings submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design

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

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

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

CONTINUING THE WORK:

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

INDEMNIFICATION:

6.30. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limit to, fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss or use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

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

for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER'S consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7 - OTHER WORK

RELATED WORK AT SITE:

7.1. OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

COORDINATION:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.
- 8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.
- 8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.
- 8.4. OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.
- 8.5. OWNER'S responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.
- 8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.
- 8.7. OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.
- 8.8. In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

OWNER'S REPRESENTATIVE:

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

VISITS TO SITE:

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

not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents.

PROJECT REPRESENTATION:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

CLARIFICATIONS AND INTERPRETATIONS:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

AUTHORIZED VARIATION IN WORK:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

REJECTING DEFECTIVE WORK:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be "defective", and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9. In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

DETERMINATIONS FOR UNIT PRICES:

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

DECISIONS ON DISPUTES:

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

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

LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

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

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

effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of "defective" Work under paragraph 13.13 or correcting "defective" Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE

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

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

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

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

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

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

COST OF THE WORK:

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

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and

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

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

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

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

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

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

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

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

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

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by sub-paragraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of "defective" Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR'S FEE:

11.6. The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5, and 11.5;

11.6.2.4. the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

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

CASH ALLOWANCES:

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

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

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

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

UNIT PRICE WORK:

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

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

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

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

**ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

WARRANTY AND GUARANTEE:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be "defective". Prompt notice of all defects shall be given to CONTRACTOR. All "defective" Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

ACCESS TO WORK:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

TESTS AND INSPECTIONS:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.

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

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

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

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

UNCOVERING WORK:

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

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

OWNER MAY STOP THE WORK:

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

to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all "defective" Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with "nondefective" Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

ONE YEAR CORRECTION PERIOD:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be "defective", CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such "defective" Work, or, if it has been rejected by OWNER, remove it from the site and replace it with "nondefective" Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the "defective" Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

ACCEPTANCE OF DEFECTIVE WORK:

13.13. If, instead of requiring correction or removal and replacement of "defective" Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such "defective" Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER MAY CORRECT DEFECTIVE WORK:

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SCHEDULE OF VALUES:

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

APPLICATION FOR PROGRESS PAYMENT:

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

hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR'S WARRANTY OF TITLE:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Twenty days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.20, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

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

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

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

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

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

SUBSTANTIAL COMPLETION:

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

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

PARTIAL UTILIZATION:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER, at any time, may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR, at any time, may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. OWNER, at any time, may request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

FINAL INSPECTION:

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

FINAL APPLICATION FOR PAYMENT:

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

FINAL PAYMENT AND ACCEPTANCE:

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

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

accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR'S CONTINUING OBLIGATION:

14.15. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of "defective" Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

WAIVER OF CLAIMS:

14.16. The making and acceptance of final payment will constitute:

14.16.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from "defective" Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents of the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

OWNER MAY SUSPEND WORK:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER MAY TERMINATE:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), or as now or hereafter in effect, or if

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

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

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

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

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

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

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

15.2.8. if CONTRACTOR disregards the authority of ENGINEER; or

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

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

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition, and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

GIVING NOTICE:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

COMPUTATION OF TIME:

16.2. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.3. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

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GENERAL:

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

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

DIVISION III

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

SC-3.1. DISCREPANCY BETWEEN PARTS OF THE CONTRACT DOCUMENTS

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

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

SC-3.2. INTENT OF DOCUMENTS

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

SC-5.3. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

(3) Personal Injury, with employment exclusion deleted

\$ 1,000,000.00 Annual Aggregate

5.3.7. Comprehensive Automobile Liability:

Bodily Injury:

\$ 2,000,000.00

Each Person

\$ 2,000,000.00

Each Occurrence

Property Damage:

\$ 2,000,000.00

Each Occurrence

or combined single limit of

\$ 2,000,000.00

SC-5.4. CONTRACTUAL LIABILITY INSURANCE

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

SC-6.14. PREVAILING WAGE

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

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

SC-6.15. SALES TAXES

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

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name Insured:
Policy Number:
Policy Period:
Endorse. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability
Coverage Part**

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work."

For purposes of this endorsement, "Arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

CONTRACT DOCUMENTS

DIVISION IV: GENERAL PROJECT SPECIFICATIONS
TABLE OF CONTENTS

SECTION 1	General Basis of Payment for Work	GPS-1-1
SECTION 2	General Special Provisions	GPS-2-1
SECTION 3	Special Provisions, Basis of Payment	GPS-3-1

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

1.01. UNIT PRICE ITEMS OF WORK

1.01.01. DESCRIPTION

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

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

1.01.02. PAYMENT

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

1.01.03. WORK NOT INCLUDED

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

1.02. LUMP SUM ITEMS OF WORK

1.02.01. DESCRIPTION

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

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

1.02.02. PAYMENT

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

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

2.01. INCIDENTAL CONSTRUCTION

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

2.02. ELECTRICAL FACILITIES

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

2.03. TRAFFIC CONTROL, PROTECTION AND MAINTENANCE

Traffic Control shall be in accordance with applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any Special Provisions, applicable Highway Standards, and Specific Traffic Control Plans contained in the drawings.

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

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

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

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

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

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

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

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

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

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

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

2.04. EXISTING UTILITY LOCATIONS

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

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

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

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

2.05. CLEARING, GRUBBING AND TREE REMOVAL

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

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

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

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

2.06. CULVERT, STORM SEWER OR PIPELINE PROTECTION

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

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

2.07. CLEAN UP AND DISPOSAL

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

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

2.08. CONSTRUCTION LIMITS

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

2.09. USE OF CITY WATER

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

2.10. INSURANCE REQUIREMENTS

The Contractor for the Well No. 6 Rehabilitation work will be required to provide certificates of insurance naming the City of Geneva, and Rempe-Sharpe and Associates, Inc., as additionally insured as specified in the project specifications.

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

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

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

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

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

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

2.12. SAFETY AND PROTECTION

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

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

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

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

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

2.13 SANITARY FACILITIES

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

2.14 WORKING HOURS

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

2.15. HISTORICAL BACKGROUND OF WELL NO. 6

In 1964 the well was drilled to a depth of 1350'. A 26-inch diameter hole was drilled to a depth of 90 feet, reduced to 25 inches between 90' and 500', reduced to 24 inches between 500' and 1140' and reduced to 19 inches between 1140' and 1350'. The well is cased with 26 inch OD pipe from 2' above land surface to a depth of 90 feet, cased with 20 inch OD pipe from 1' above land surface to a depth of 1140 feet.

2.16 DISINFECTION OF WATER WELLS

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

2.17 SAMPLES AND RECORDS

Water Well No. 6 shall be serviced by a licensed water well driller pursuant to the Water Well and Pump Contractor's License Act.

2.18 PROTECTING WELL

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

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

GPS-3 CORRELATION AND INTERPRETATION OF SPECIAL PROVISIONS SECTIONS

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

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

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

GPS- 3. PRINCIPAL ITEMS OF WORK: WELL CONSTRUCTION

3.01. GENERAL

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

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

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

3.02. MOBILIZATION AND CLEAN UP

3.02.01. DESCRIPTION

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

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

3.02.02. BASIS OF PAYMENT

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

3.03. PULL PUMP AND MOTOR

3.03.01. DESCRIPTION

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

A. PROCEDURE

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

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

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

B. COLUMN PIPE

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

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

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

C. ADDITIONAL 8" DISCHARGE COLUMN AND CHECK VALVES

New discharge column shall be furnished with an interior of 8" diameter and a wall thickness of 0.322". The column pipe material shall be ASTM A-53 Grade B or API 5L wrought steel thread and couples pipe to single random lengths. All pipe must have the mill specification stencils on the outside in legible form to be accepted under these Specifications. After delivery to the Contractor and inspection by Owner's Representative, all discharge pipe shall be sandblasted and receive a two (2) coat application inside and out.

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

3.03.02. BASIS OF PAYMENT

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

3.04. MATERIAL AND EQUIPMENT SPECIFICATIONS

3.04.01. DESCRIPTION

<u>OPERATING CONDITIONS*</u>	<u>SECONDARY OPERATING POINT</u>	<u>PRIMARY OPERATING POINT</u>	<u>SECONDARY OPERATING POINT</u>
Performance data at rated 1760 RPM			
Flow Capacity in GPM	900	1100	1300
Total Dynamic Head (Ft.) +/- 2'	780	682	580
Minimum Efficiency, Percent	85%	82%	78%

SPECIFIC CONSTRUCTION AND DESIGN CRITERIA

Maximum Motor Speed: 1760 RPM
 Maximum Motor Horsepower: 250
 Nominal Rating: 460 Volts, 4 Pole, 3 Phase, 60 Cycle
 Minimum Power Cable Size: 500 mcm
 Minimum Power Cable Voltage Rating: 5 Kv
 Column Pipe inside dia./wall thickness: 8"/.322"
 Minimum Impeller Shaft Diameter: 1-15/16"
 Location of Check Valves Above Bowl: 40.0' and 440.00'
 Air Line Material: PVC
 Depth of Pump Setting: 842'

INFORMATION ON EXISTING WELL

Nominal Casing Size: 20" Diameter
 Well Depth: 1350' +/-
 Static Groundwater Depth: 540'
 Pumped Groundwater Depth: 660'

3.04.02. PUMP

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

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

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

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

3.04.03. MOTOR

The existing Bryan-Jackson, 250 HP, Type M-14" submersible motor is to be removed from the well and properly inspected. The motor inspection shall be performed at the site. The purpose of this is to evaluate the motor for reuse and all results shall be reported to the City, whose responsibility it shall be to make this decision. If necessary, the motor shall be prepared for shipment to the factory for a credit against the purchase of a replacement motor or to be rebuilt

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

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

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

Item 2: Remove motor coupling without damaging motor shaft.

Item 3: Completely dewater the mechanical seal and secure it in the shipping position with a new gasket and the seal baffle cap closure.

Item 4: Drain motor and balance tube of all fluids.

Item 5: Install shipping cap with the drive coupling and alignment jig, cap screws, and cover gasket. Motor shipping cap parts to be furnished by the City.

Service the Existing Motor shall include: changing the mechanical seal, new oil, touching up with epoxy any exterior corrosion, and shipping, if required.

The well pump shall be driven by a submersible motor. The new motor shall be of the completely enclosed oil filled type for continuous duty underwater operation and shall be for use with 3 phase, 60 hertz, 460-volt AC power and shall be 250 HP. The motor shall have a service factor of at least 1.10. Bronze sleeve bearings shall be provided at each end of the rotor and a pivot shoe type thrust bearing shall carry the weight of all rotating parts and the hydraulic thrust of the pump. The only acceptable replacement motors are oil-filled Byron Jackson or Sunstar motors.

3.04.03. POWER CABLE

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

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

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

3.04.04. ALTITUDE LINE, GAUGE, & CHASE PIPE TRANSDUCER

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

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

3.04.05. TESTING - FACTORY

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

3.04.06. PUMP TESTING - FIELD

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

3.04.07. STERILIZATION OF INSTALLED EQUIPMENT

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

3.04.08. BASIS OF PAYMENT

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

3.05. SITE CLEAN-UP

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

3.06. SUMMARY OF PREVIOUS INSTALLATIONS

The Contractor shall submit with the bid, a list of similar installations that have been in continuous operation in excess of ten (10) years. The listing should

include the location, size of well pump, and contact person for each installation. The summary shall be used by the Owner to determine the reliability and serviceability of the proposed pump and motor.

3.07. GUARANTEE

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

3.08. CERTIFICATION

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

3.09 REINSTALLATION

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

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

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

CONTRACT DOCUMENTS

DIVISION V: STANDARD SPECIFICATIONS AND DRAWINGS

TABLE OF CONTENTS

Standard Specifications	SSD-1-1
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DIVISION V - STANDARD SPECIFICATIONS AND DRAWINGS

SSD-1.01 - STANDARD SPECIFICATIONS

SSD-1.01.01. GENERAL

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

SSD-1.01.02. ILLINOIS WATER WELL CONSTRUCTION CODE

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

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

SSD-1.01.03. AMERICAN WATER WORKS ASSOCIATES

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

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

SSD-1.01.02. STANDARD DRAWINGS

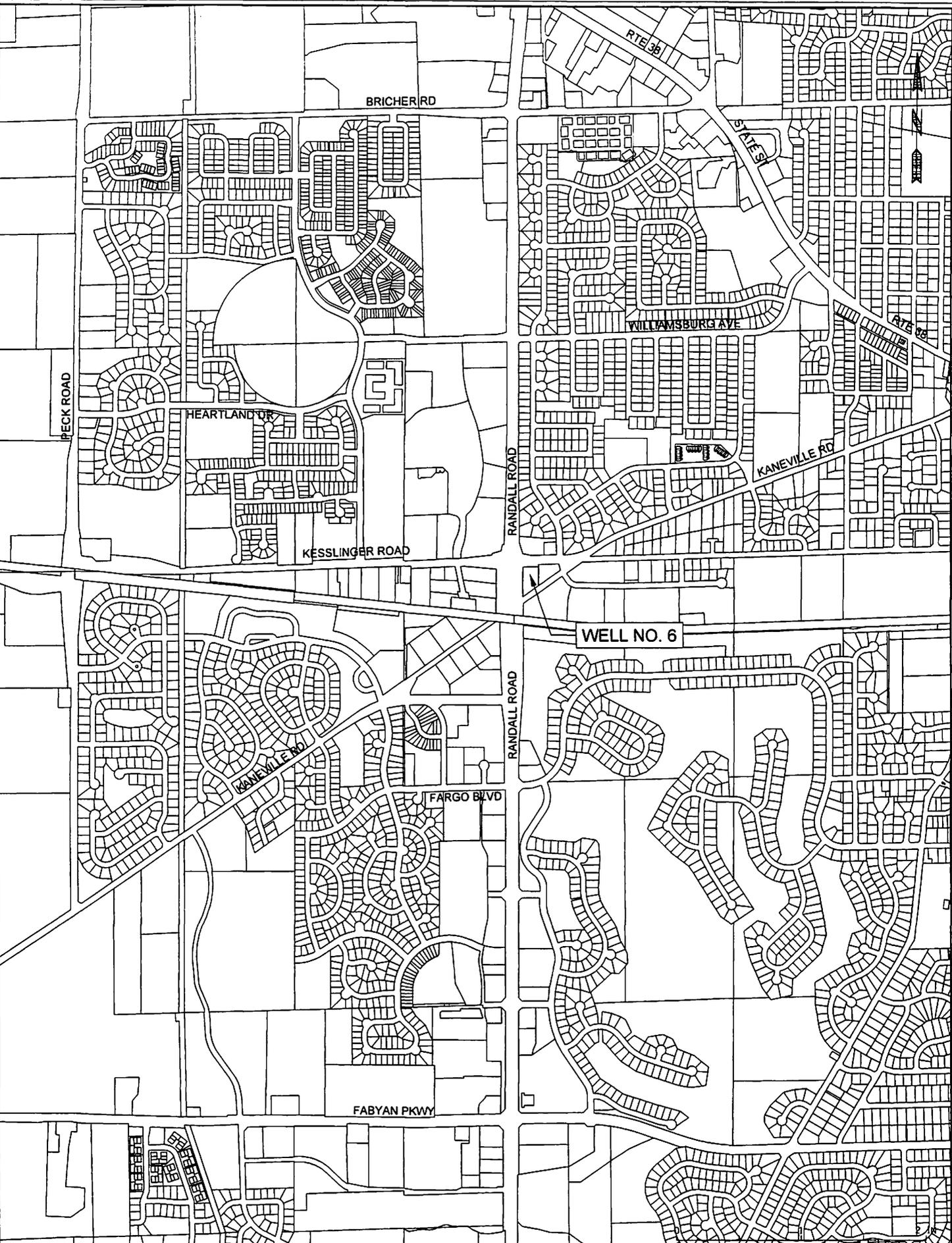
The Standard Drawings, as herein enclosed, shall apply to applicable work under this Contract, and shall be considered as part of the Contract Drawings. The Standard Drawings as contained herein are supplemental to the standard drawings contained in the Standard Specifications.

DIVISION VI – CONTRACT DRAWINGS

(Bound Herein)

1. LOCATION MAPS
2. EXISTING PUMP & MOTOR INFORMATION
3. TRAFFIC CONTROL

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



WELL NO. 6
 GENEVA, ILLINOIS
 VICINITY MAP

SCALE	PROJECT NO.	SHEET
NONE	GE-561	No. 1
	DATE	Of 2
	SEPT 2022	

REMPE-SHARPE
 CONSULTING ENGINEERS
 IL P.D.F. LICENSE NO 184-000895
 324 WEST STATE STREET - GENEVA, ILLINOIS 40134
 Telephone 630.232.1827 - Fax 630.232.1829

No.	Date	Revisions	By

\$DATE\$ \$TIME\$ \$FILE\$
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WELL NO. 6


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 324 WEST STATE STREET - GENEVA, ILLINOIS 60134
 Telephone (630) 232-7621 • Fax (630) 232-7620

No.	Date	Revisions	By

WELL NO. 6
 GENEVA, ILLINOIS
 LOCATION MAP

SCALE	PROJECT NO.	SHEET
1"=300'	GE-561	No. <u>2</u>
	DATE	Of <u>2</u>
	SEPT 2022	



**Submersible w/ Pitless Adapter
Installation Outline**

Job #	MC16-134
Date	6/30/2016
Completed by	Craig Allen
Well #	6

Project Name	City of Geneva
--------------	----------------

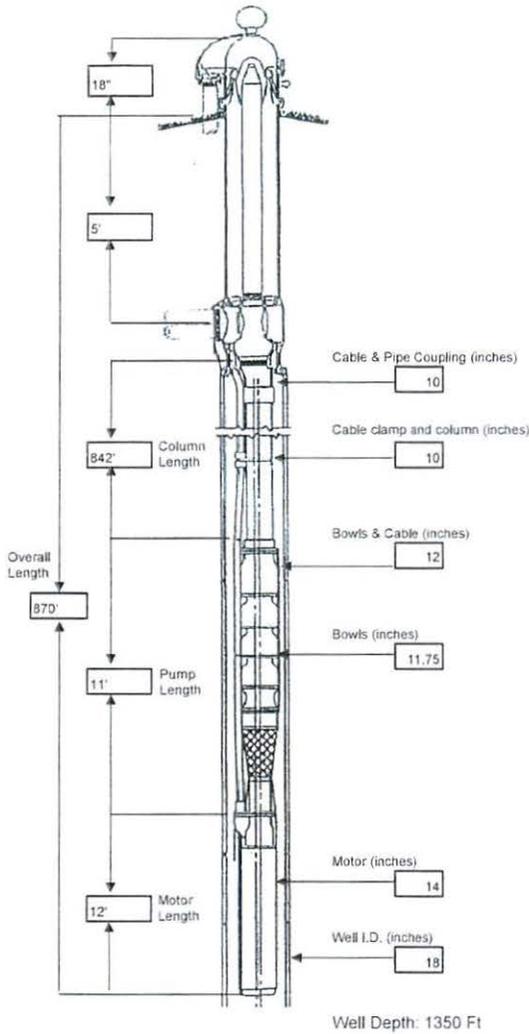
Customer Information				
Customer:	City of Geneva			
Address:	1800 South Street			
City:	Geneva	ST:	IL	ZIP: 60134
Phone #	(630) 232-1501	Fax: #		
Contact Name:	Bob Van Ghysgem	MWP Salesman	Craig Allen	

Material of Construction			
Bowl:	Cast Iron	Impeller:	Bronze
Bowl Shaft:	416 SS	Bowl W/R:	No
Bowl Bearings:	Bronze	Bolting:	SS
Strainer:	304 SS	Column Pipe:	8" Epoxy Coated

Pump			
Manufacturer Name:	Goulds	Model:	12CMC-11
Discharge Size	8-inch	Pitless Make:	Baker
Lubrication:	Water	Pitless Model:	18x20
Stages:	11	Column Pipe Length:	842
TDH:	680	Trim:	N/A
GPM:	1100	BHP:	60
RPM:	1765	Serial Number	3657Y

Motor			
Manufacturer Name	Byron-Jackson	Model:	Type M
RPM:	1765	HP:	250
Hertz:	60	Phase:	3
Amps:	310	Voltage:	460
Type Coupling:	Jaw	Cycle	60
Serial Number	14-735-4-2	S.F. (Service Factor)	1.1

Cable Size	500MCM	No. of Conductors	4
Ground Wire Size	1 Aut	Length	860
Comments	Replaced cable & pump & checks. Repaired motor & repainted pipe.		



Form Revised: 1/5/2010

WI: PO Box 311, Waupun, WI 53963 - Office: 920-324-3400 - Toll-Free: 800-383-7412 - Fax: 920-324-3431 IL: 1206 West North Wind Drive, Sandwich, IL 60548 - Office: 847-541-8816 - Fax: 920-324-3431
www.municipalwellandpump.com

7/1/2016 - 10:13 AM



Test of Well Report

Job # MC16-134

Customer Name Geneva, City Of

Date 6/29/2016

Test Information										
Well No:	6	Well Location	Public Works Dept					Tested By	Andy Schlieve	
Dia. Orifice	8 x 6	Static Level	520 ft	in		Well Depth		ft		
Drilled by		Length of Airline	850		Gauge to Ground Level:	2 ft	in			
Pump Set to Discharge Nozzle	850 ft				To Tail Pipe		ft			

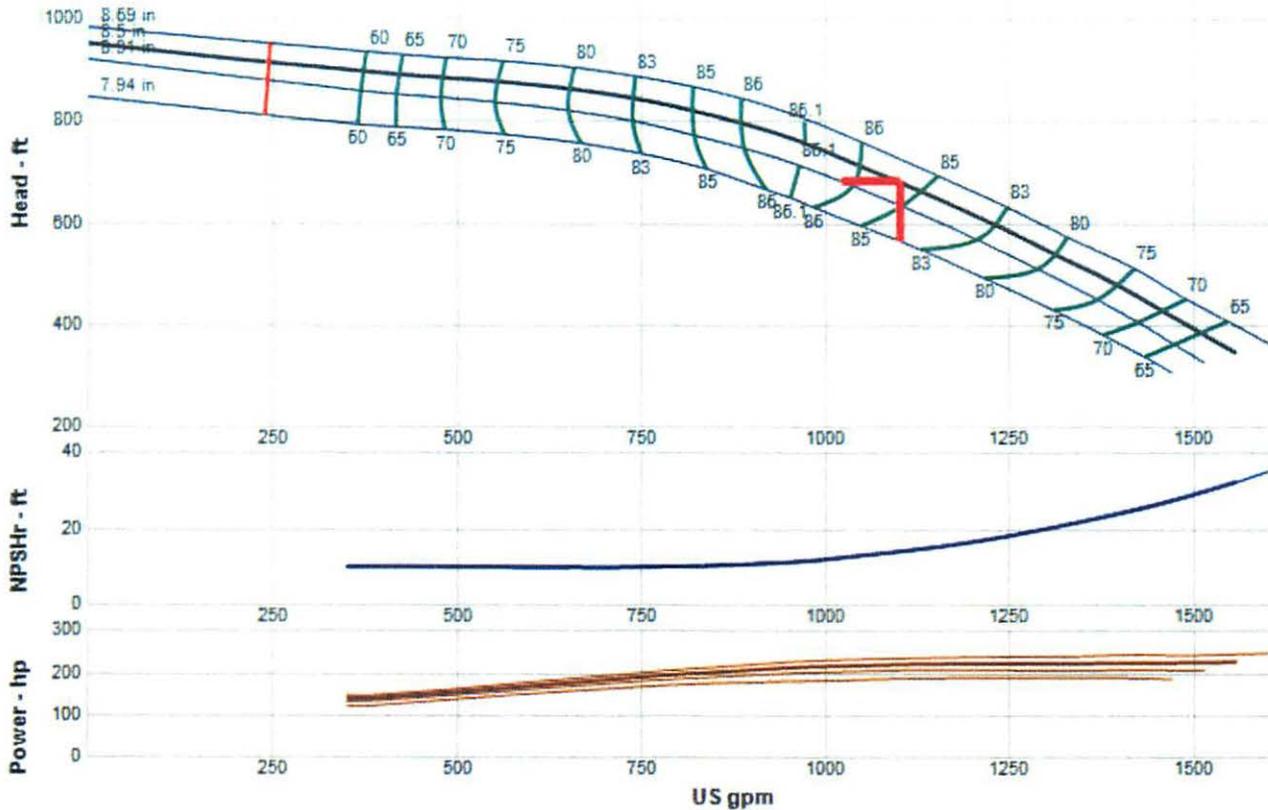
Reading No:	Time	Inches on orifice	GPM	Alt. Ga. in Feet	Pumping Level Ft.	Drawdown in Feet	Back Pressure	Specific Capacity	Water Appearance: clear, cloudy, murky, muddy, sandy, temp., odor
	Start		0	330.0	520.0	0.0	0		308/298/291 amps
1	7:30 AM	47.5	1,092	285.0	565.0	45.0	65	24.27	Cloudy dime size sand
2	7:45 AM	39	989	275.0	575.0	55.0	57	17.98	Clear eraser size sand
3	8:00 AM	38.5	983	260.0	590.0	70.0	55	14.04	Clear 20 grains sand
4	8:15 AM	37.5	970	250.0	600.0	80.0	55	12.13	
5	8:30 AM	40	1,002	245.0	605.0	85.0	45	11.79	
6	8:45 AM	40	1,002	240.0	610.0	90.0	45	11.13	Clear 20 grains sand
7	9:15 AM	40	1,002	240.0	610.0	90.0	45	11.13	
8	9:30 AM	44	1,051	235.0	615.0	95.0	30	11.06	
9	9:45 AM	44	1,051	230.0	620.0	100.0	30	10.51	Clear 10 grains sand
10	10:00 AM	47	1,086	230.0	620.0	100.0	20	10.86	
11	10:15 AM	46.5	1,080	230.0	620.0	100.0	20	10.80	Clear few specs sand
12	10:30 AM	46.5	1,080	230.0	620.0	100.0	20	10.80	
13									
14									
15									
16									
17									
18									
19									

PO Box 311, 1212 Storbeck Drive, Waupun, WI 53963 – Office: 920-324-3400 – Toll-Free: 800-383-7412 – Fax: 920-324-3431

0.75 28.274333882 0.698 32.2 www.municipalwellandpump.com

8/6/13 - 9:29 AM

Product Name: VIS -Submersible Vertical Turbine (Borehole) Pumps
Product Id: GWT_VIS



Sizing Criteria

Series	GWT_VIS	Max Power on Design Curve	227 Hp
Size	12CMC	Max Power on Max Imp Trim	247 Hp
Additional Size	12CMC	Flow at BEP	970 USGPM
Speed	1770	Head at BEP	758 ft
Number of Stages	11	NPSH Required	14.3 ft
Stages	11 Stages	Specified NPSH Avail.	34 ft
Frequency	60 Hz	NPSHMargin	2 ft
Impeller Trim	8.5 inch	Min Flow	243 USGPM
Additional Impeller Trim	8.5 inch	Flow on Max Imp Trim @ Max Power	1600 USGPM
Impeller Maximum Trim	8.69 in inch	Shut-Off Head	951 ft
Specified Flow	1100 USGPM	Shut-Off Disc Pressure	411 psi
Specified Head	680 ft	Fluid Type	Water
Flow at Design	1100 USGPM	Temperature	70 F
Head at Design	680 ft	Allowable Sphere Size	0.94 inch
Head at Design	680 ft	Exact Bowl Diameter	11.8 inch
Run-Out Flow	0 USGPM	Curve ID	E6412CGPCO
Run-Out Head	0 ft	Thrust K Factor [lb/ft]	7.5
Efficiency at Design	85.3	Add Thrust K Factor [lb/ft]	7.5
Best Efficiency	86.1 %	Max Lateral	1 inch
Driver Size	250 Hp	State ID	11299819
Power at Design	221 Hp	List ID	857796
Flow on Design Trim @ Max Power	1556 USGPM		False



GICONTM

ENGINEERED PUMPS

Customer: Municipal Well & Pump

Order #: 3657M

PO: MC16-134

Project: 12CMC-11STG

Test Date: 6/14/2016 11:10:28 AM

Pump Model: 12CMC
Pump Type: SUB
Pump Number: 3657M
Stages: 11
Upper Impeller Dia: 0
Upper Impeller Qty: 0
Lower Impeller Dia: 8.69
Lower Impeller Qty: 11

Design Flow (GPM): 1100
Design Head (Ft): 680
Efficiency (%): 85
Motor: SME
Motor SN: 14-735-42
Motor HP: 250
Nominal RPM: 1800
Design RPM: 1765

Specific Gravity: 1.00
Viscosity (cP): 1.11
Water Temp (°F): 80.00
Test Line: 6"
Upper Bowl Mat'l: DI
Lower Bowl Mat'l: CI
Upper Imp Mat'l: N/A
Lower Imp Mat'l: SB

Test Data

GPM	RPM	PSI	Head (ft)	Vel Head Loss (ft)	Pipe Friction (ft)	TDH (ft)	kW	Brake HP*	EFF (%)
0	1780	438.09	1018.49	0.00	0.00	1018.49	106.59	120.87	0.00
277	1776	421.79	980.84	0.18	0.04	981.07	125.13	142.60	48.12
548	1770	404.87	941.75	0.71	0.16	942.62	155.33	178.27	73.17
835	1764	372.13	866.12	1.64	0.37	868.13	190.63	220.43	83.04
1100	1761	304.82	710.64	2.85	0.62	714.11	205.07	237.94	83.37**
1302	1760	241.17	563.60	3.99	0.86	568.44	208.09	241.73	77.32
1477	1761	166.82	391.86	5.14	1.09	398.09	205.48	238.75	62.19

* Motor HP from manufacturer's curve minus losses.

** Design Point.

NPSH Typical Catalog Data

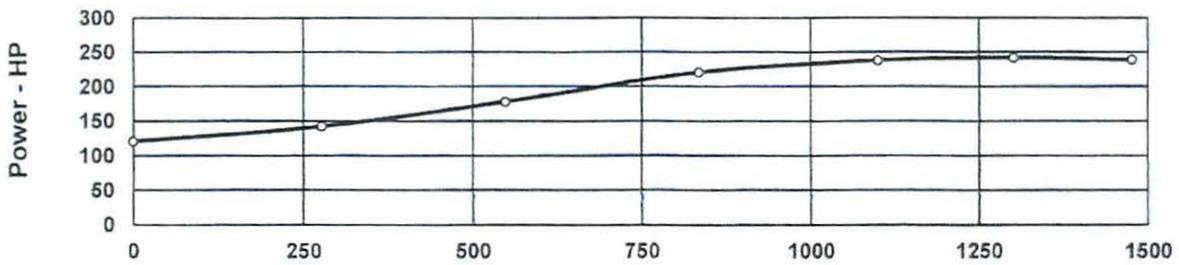
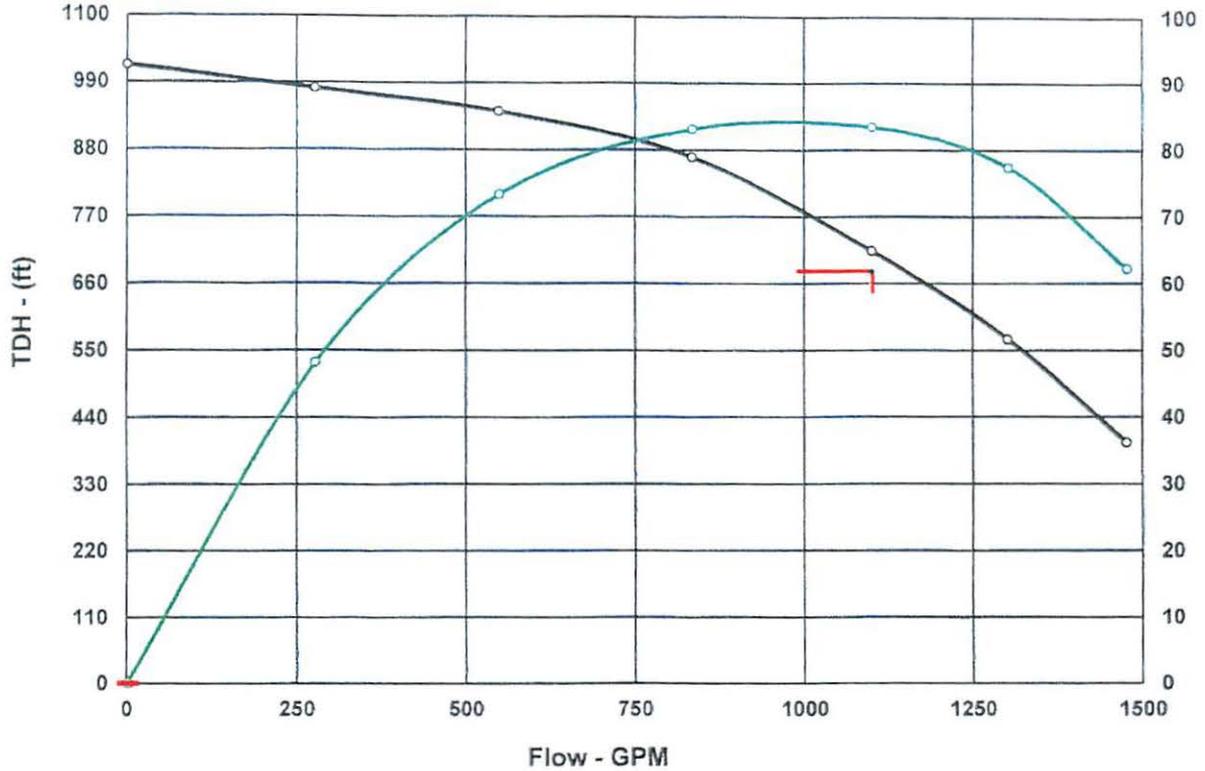
NPSHr	10.00	10.00	10.70	14.30	21.10	21.10	21.10
Flow	440	660	880	1100	1320	1320	1320

Customer Approval	
By:	_____
Title:	_____
Date:	_____

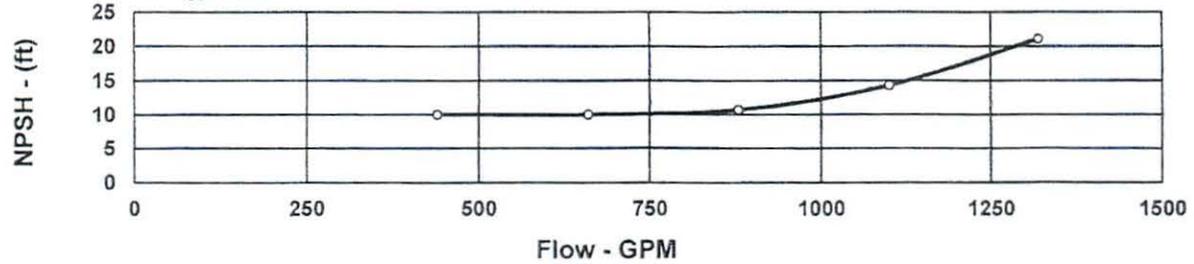
Certified Test	
By:	<i>Eddie J. ...</i>
Title:	<i>Engineer</i>
Date:	<i>6-14-16</i>



Raw Data



Typical Data





Well Televising Report

Job #	MC16-134
Completed by	Wesley Derksen
Date	2/16/2016

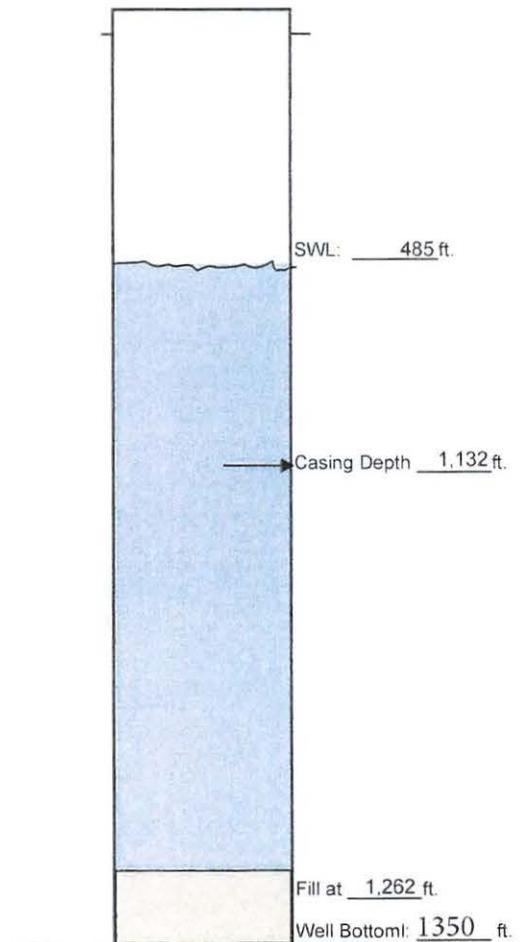
Project Name	City of Geneva Well No. 6
---------------------	---------------------------

Well #
6

Customer Information					
Customer:	Geneva, City Of				
Address:	Public Works Dept				
City:	Geneva	ST:	IL	ZIP:	60134-
Phone #	(630) 232-1501	Fax: #	(630) 208-1503		
Contact	Bob VanGyseghem	MWP Salesman	Craig		

Well Information			
Casing Size	20"	Liner Size	
Original Depth	1350	Current Depth	
Bottom of Casing	1,132	SWL	485

Well Diagram



Results
Hole extremely out-of-round. Large crevices and voids in much of open hole. Approximately 40% of open hole is filled/bridged and is not capable to producing water.

Recommendations
Bail fill

Form Revised: 8/19/2013

PO Box 311, Waupun, WI 53963 - Office: 920-324-3400 - Toll-Free: 800-383-7412 - Fax: 920-324-3431

IL: 1206 West North Wind Drive, Sandwich, IL 60548 - Office: 847-541-8816 - Fax: 815-570-4317

www.municipalwellandpump.com



Customer: Municipal Well & Pump

Order #: 3657M
 PO: MC16-134
 Project: 12CMC-11STG
 Test Date: 5/11/2016 8:16:25 AM

Pump Model: 12CMC	Design Flow (GPM): 1100	Specific Gravity: 1.00
Pump Type: SUB	Design Head (Ft): 680	Viscosity (cP): 1.11
Pump Number: 3657M	Efficiency (%): 85	Water Temp (°F): 71.00
Stages: 11	Motor: Byron Jackson/Sun Star	Test Line: 6"
Upper Impeller Dia: 0	Motor SN: 14-5654-5-1	Upper Bowl Mat'l: DI
Upper Impeller Qty: 0	Motor HP: 300	Lower Bowl Mat'l: CI
Lower Impeller Dia: 8.69	Nominal RPM: 1750	Upper Imp Mat'l: N/A
Lower Impeller Qty: 11	Design RPM: 1765	Lower Imp Mat'l: SB

Test Data

GPM	RPM	PSI	Head (ft)	Vel Head Loss (ft)	Pipe Friction (ft)	TDH (ft)	kW Input	Brake HP*	EFF (%)
0	1781	440.98	1025.16	0.00	0.00	1025.16	103.70	116.82	0.00
273	1778	421.50	980.17	0.18	0.04	980.38	120.86	137.31	49.22
548	1771	403.07	937.58	0.71	0.16	938.45	151.04	173.91	74.67
825	1765	370.22	861.71	1.60	0.36	863.67	183.96	214.79	83.77
1098	1762	300.83	701.42	2.84	0.62	704.87	198.71	233.53	83.69
1297	1761	237.66	555.49	3.96	0.85	560.30	200.96	236.52	77.59
1476	1762	161.72	380.07	5.13	1.09	386.29	198.57	233.67	61.62

Converted Data

GPM	RPM	PSI	Head (ft)	Vel Head Loss (ft)	Pipe Friction (ft)	TDH (ft)	kW Input	Motor HP*	EFF (%)
0	1765	440.98	1006.73	0.00	0.00	1006.73	103.70	113.69	0.00
271	1765	421.50	966.38	0.17	0.04	966.60	120.86	134.42	49.22
546	1765	403.07	930.90	0.70	0.16	931.76	151.04	172.06	74.67
825	1765	370.22	862.15	1.60	0.36	864.11	183.96	214.95	83.77
1100	1765	300.83	704.20	2.85	0.62	707.67	198.71	234.92	83.69
1300	1765	237.66	557.98	3.98	0.86	562.82	200.96	238.12	77.59
1479	1765	161.72	381.56	5.15	1.10	387.81	198.57	235.05	61.62

* Motor HP from manufacturer's curve minus losses.

** Design Point.

NPSH Typical Catalog Data

NPSHr	10.00	10.00	10.70	14.30	21.10	21.10	21.10
Flow	440	660	880	1100	1320	1320	1320

Customer Approval

By: _____

Title: _____

Date: _____

Certified Test

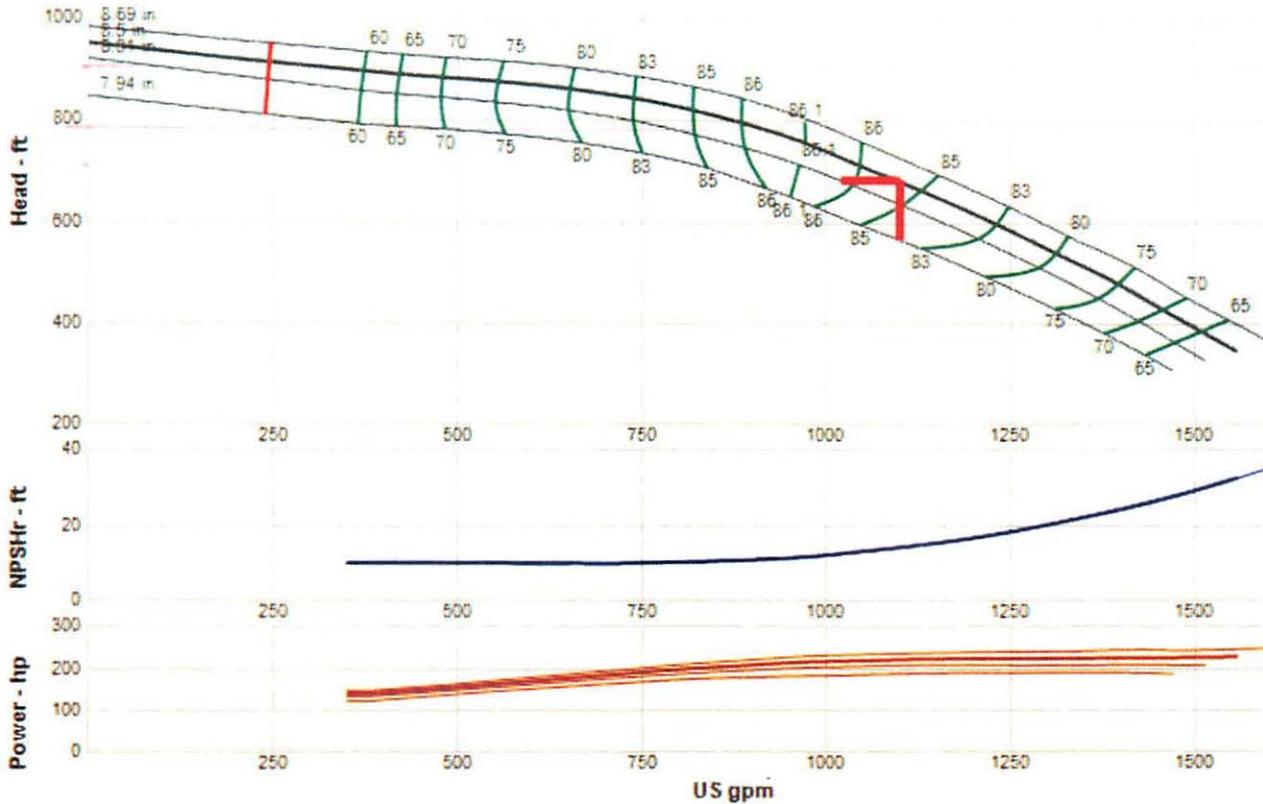
By: Eddie J. Inouay

Title: Engineer

Date: 5-11-16

Product Name: VIS -Submersible Vertical Turbine (Borehole) Pumps

Product Id: GWT_VIS



Sizing Criteria

Series	GWT_VIS	Max Power on Design Curve	227 Hp
Size	12CMC	Max Power on Max Imp Trim	247 Hp
Additional Size	12CMC	Flow at BEP	970 USGPM
Speed	1770	Head at BEP	758 ft
Number of Stages	11	NPSH Required	14.3 ft
Stages	11 Stages	Specified NPSH Avail.	34 ft
Frequency	60 Hz	NPSHMargin	2 ft
Impeller Trim	8.5 inch	Min Flow	243 USGPM
Additional Impeller Trim	8.5 inch	Flow on Max Imp Trim @ Max Power	1600 USGPM
Impeller Maximum Trim	8.69 in inch	Shut-Off Head	951 ft
Specified Flow	1100 USGPM	Shut-Off Disc Pressure	411 psi
Specified Head	680 ft	Fluid Type	Water
Flow at Design	1100 USGPM	Temperature	70 F
Head at Design	680 ft	Allowable Sphere Size	0.94 inch
Head at Design	680 ft	Exact Bowl Diameter	11.8 inch
Run-Out Flow	0 USGPM	Curve ID	E6412CGPCO
Run-Out Head	0 ft	Thrust K Factor [lb/ft]	7.5
Efficiency at Design	85.3	Add Thrust K Factor [lb/ft]	7.5
Best Efficiency	86.1 %	Max Lateral	1 inch
Driver Size	250 Hp	State ID	11299819
Power at Design	221 Hp	List ID	857796
Flow on Design Trim @ Max Power	1556 USGPM		False

PUMP DATA SHEET Submersible 60 Hz

Company: GICON PUMP
 Name:
 Date: 04/04/16

Customer: MUNICIPAL WELL
 Order No:



Pump:

Size: 12CMC (11 stages)
 Type: Submersible
 Synch speed: 1800 rpm
 Curve: E6412CGPCO
 Specific Speeds: Ns: 2240

Pump Notes for Standard Sizes:
 Discharge Sizes-6",8",10". Curves are certified for water at 60°F only. Consult factory for performance with any other fluid.

Vertical Turbine: Bowl size: 11.75 in
 Max lateral: 1 in
 Thrust K factor: 7.5 lb/ft

Search Criteria:

Flow: 1100 US gpm Head: 680 ft

Fluid:

Water Temperature: 60 °F
 SG: 1 Vapor pressure: 0.2563 psi a
 Viscosity: 1.105 cP Atm pressure: 14.7 psi a
 NPSHa: -- ft

Motor:

Standard: NEMA Size: 250 hp
 Speed: 1800

Sizing criteria: Max Power on Design Curve

Pump Limits for Standard Construction:

Temperature: 120 °F Pressure: 340 psi g
 Sphere size: 0.73 in

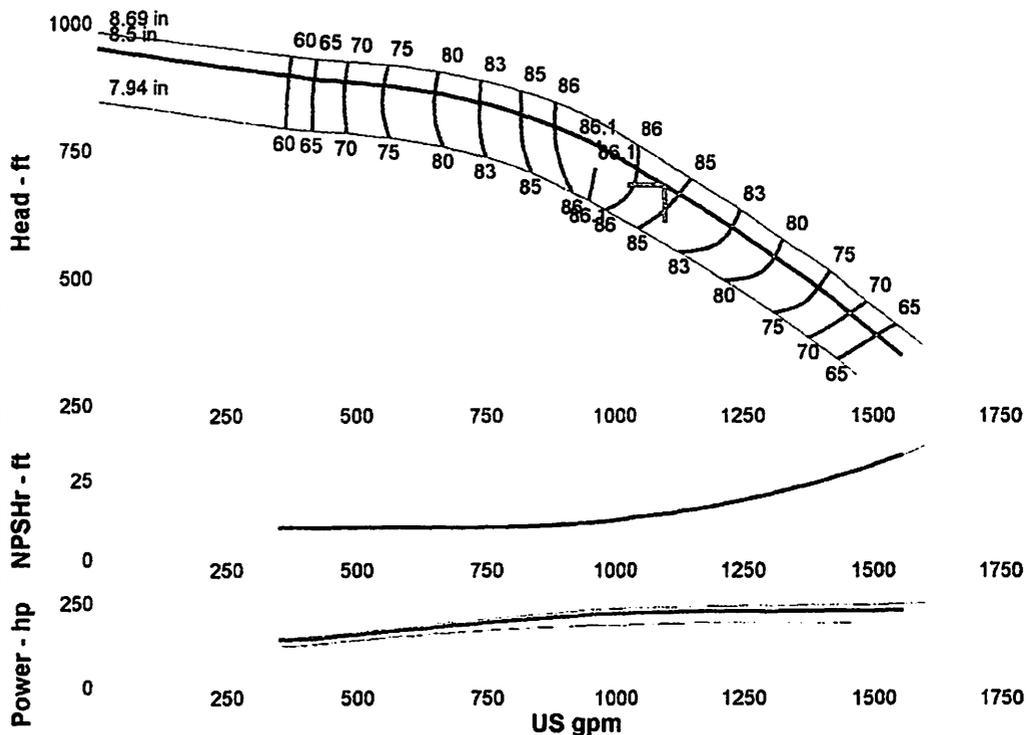
Pump Selection Warnings:

Pump shutoff dP exceeds limit for the pump.

--- Data Point ---
 Flow: 1100 US gpm
 Head: 680 ft
 Eff: 85.3%
 Power: 221 hp
 NPSHr: 14.3 ft

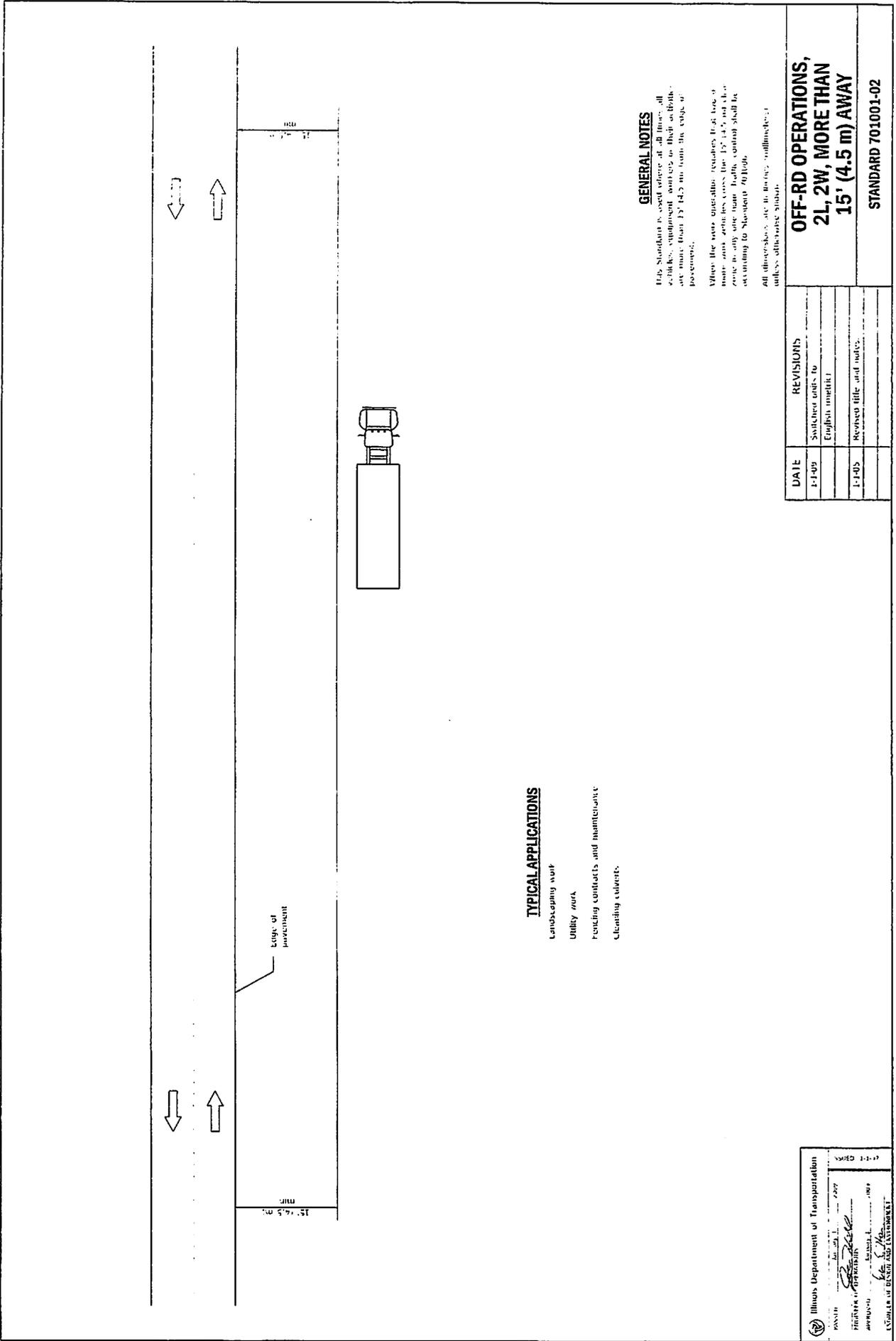
-- Design Curve --
 Shutoff Head: 951 ft
 Shutoff dP: 411 psi
 Min Flow: --- US gpm
 BEP: 86.1% eff
 @ 970 US gpm
 NOL Pwr: 227 hp
 @ 1556 US gpm

-- Max Curve --
 Max Pwr: 247 hp
 @ 1600 US gpm



Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
1320	1770	532	79.4	223	21.1
1100	1770	680	85.3	221	14.3
880	1770	798	85.9	206	10.7
660	1770	862	80.3	179	10
440	1770	889	66.7	148	10



TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Paving contracts and maintenance
- Cleaning vehicles

GENERAL NOTES

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

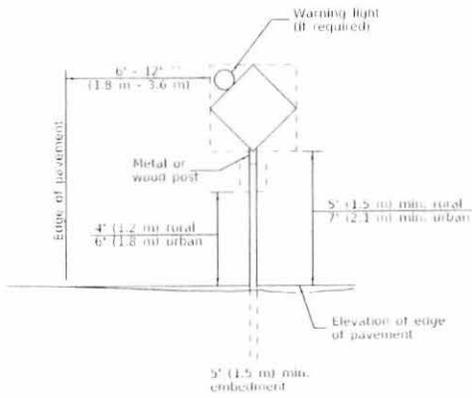
When the work operation requires that two or more lanes be closed, the work shall be done in only one lane. Traffic control shall be according to Standard 701001. All observations are to occur continuously, unless otherwise stated.

DATE	REVISIONS
1-1-00	Switched units to English metric
1-1-05	Revised title and notes

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

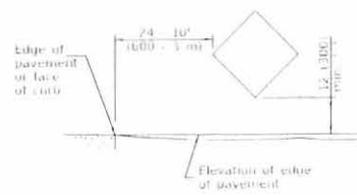
STANDARD 701001-02

Illinois Department of Transportation
 DIVISION OF TRANSPORTATION
 OFFICE OF DESIGN AND CONSTRUCTION
 PROJECT NO. 03-01-01
 DRAWING NO. 03-01-01-002
 SHEET 1-1-1



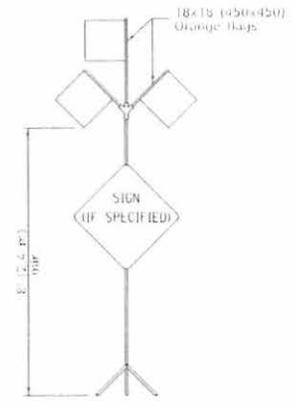
POST MOUNTED SIGNS

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



SIGNS ON TEMPORARY SUPPORTS

When work operations exceed two days, this dimension shall be 5' (1.5 m) minimum. Located behind other devices, the height shall be sufficient to be seen completely above the devices.



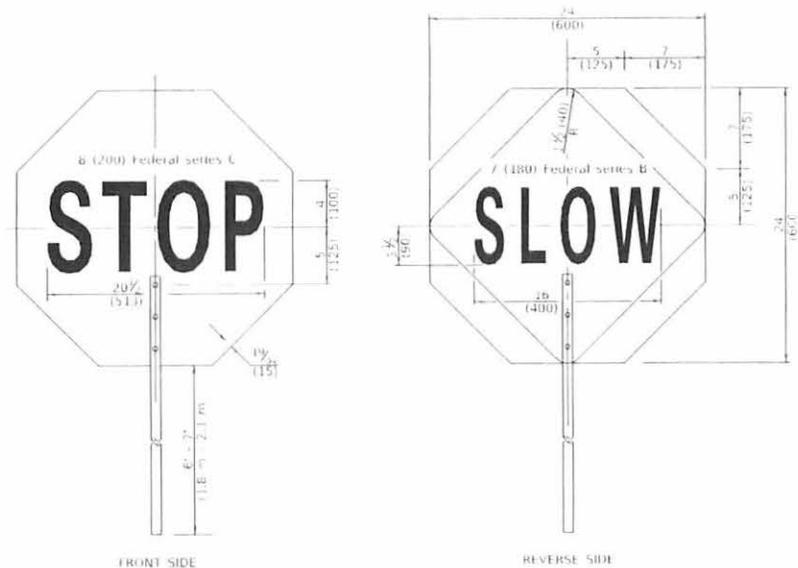
HIGH LEVEL WARNING DEVICE



W12-1103-4848

WIDTH RESTRICTION SIGN

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

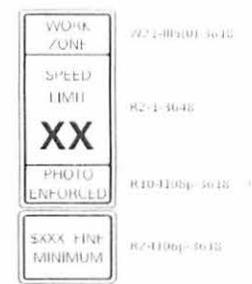


FLAGGER TRAFFIC CONTROL SIGN



This signing is required for all projects 2 miles (3200 m) or more in length.
 ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of road work.
 END CONSTRUCTION sign shall be placed at the end of the job unless another job is within 2 miles (3200 m).
 Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



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



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

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

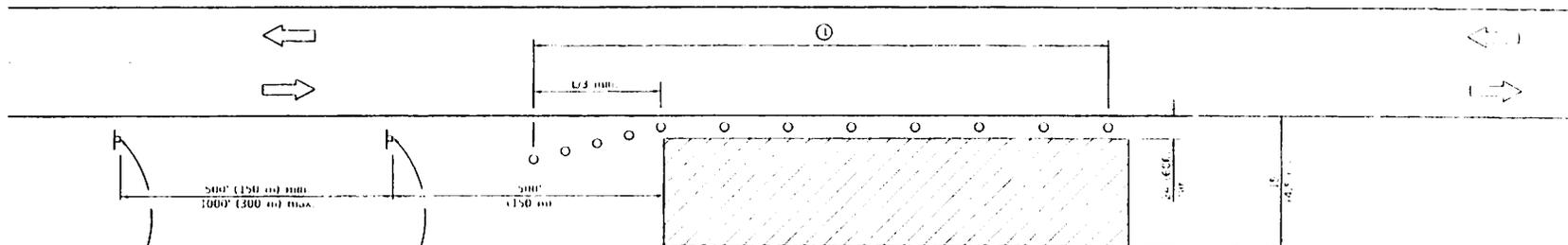
R10-1106p shall only be used along roadways under the jurisdiction of the State.

TRAFFIC CONTROL DEVICES

12/04/04 7 of 21

STANDARD 701901-08

Illinois Department of Transportation
 Approved by: [Signature]
 Approved by: [Signature]
 Approved by: [Signature]
 FLAGGER TRAFFIC CONTROL SIGN



For contract construction projects



W20-110-48



W21-100-48

For maintenance and utility projects



W20-100-48

TYPICAL APPLICATIONS

Utility operations
 Culvert extensions
 Site slope changes
 Guardrail installation and maintenance
 Delineator installation
 Landscaping operations
 Shoulder repair
 Sign installation and maintenance

SYMBOLS



Work area



Sign



Cone drum or barricade

① When the work operation exceeds one hour, cone drums or barricades shall be placed at 25' (8 m) centers for U3 distance, and at 50' (15 m) centers through the remainder of the work area.

GENERAL NOTES

This Standard is used where any vehicle equipment workers or their activities will be located in the area 15' (4.5 m) to 24' (600 mm) from the edge of pavement.

Call above as follows:

SPEED (mi/h)

FORMULAS

$U3 = 1.47 \times S$

40 mph (64 km/h) or less

$U3 = \frac{W_2}{60}$ $U3 = \frac{W_1}{150}$

45 mph (72 km/h) or greater

$U3 = \frac{W_2}{75}$ $U3 = \frac{W_1}{200}$

W = WIDTH of object
 U = Test speed (mi/h)

S = Roadway posted speed (mi/h)

All dimensions are in feet, millimeters, unless otherwise stated.

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD
1-1-13	Updated text WORKERS sign

OFF-ROAD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE

STANDARD 701006-05

Illinois Department of Transportation

DESIGNED BY: *[Signature]*

CHECKED BY: *[Signature]*

DATE: 11/11/13

PROJECT: *[Signature]*

DESIGNER: *[Signature]*

EXAMINER: *[Signature]*

DESIGNER AND ENVIRONMENT