



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	General Mills 34.5 KV Expansion Contract		
Presenter & Title:	Aaron Holton, Superintendent of Electrical Services		
Date:	February 5, 2024		
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: EMS-II			
Estimated Cost: \$151,404.55 (including materials)	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded: General Mills to pay</i>			
Executive Summary:			
<p>Bids were advertised and opened on Monday, December 18, 2023 for the labor to construction of the 34.5 KV Expansion to General Mills project, consisting of construction of one underground feeder from Geneva Business Park Substation to the General Mills property at 2089 Pillsbury Drive. Seven bids were received as shown on the attached bid tabulation. Meade Electric was the lowest bidder at \$151,404.55. Staff recommends accepting the bid from Meade and authorizing the City Administrator to approve change orders not to exceed 10% of the contract price, for a total not-to-exceed amount of \$166,545. General Mills will reimburse the City for the cost of installation.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Bid Tab • Recommendation Memo • Resolution and Draft Conformed Contract 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend resolution awarding a labor contract with Meade Electric for the General Mills 34.5 KV Expansion Contract in a total not-to-exceed amount of \$166,545.00			

Unit No.	No. of Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
PRIMARY		Henkels & McCoy	Henkels & McCoy	IHC	IHC	Meade	Meade	Utility Dynamics	Utility Dynamics	CJ Drilling	CJ Drilling	Michels Power	Michels Power	Haugland	Haugland
1/0 AL , 35 KV	3.390	\$ 3,820.00	\$ 12,949.80	\$ 3,628.32	\$ 12,300.00	\$ 4,410.00	\$ 14,949.90	\$ 4,080.00	\$ 13,831.20	NO BID PROVIDED	\$ 9,104.42	\$ 3,850.00	\$ 13,051.50	\$ 6,582.04	\$ 22,313.12
Pulling Vault 4'x8'x3'	1	\$ 5,705.00	\$ 5,705.00	\$ 2,810.00	\$ 2,810.00	\$ 4,464.20	\$ 4,464.20	\$ 2,742.00	\$ 2,742.00	\$ 2,678.65	\$ 2,678.65	\$ 3,080.37	\$ 3,080.37	\$ 798.23	\$ 798.23
1/0 AL Tbody 35 KV	9	\$ 960.00	\$ 8,640.00	\$ 1,900.00	\$ 17,100.00	\$ 275.42	\$ 2,478.78	\$ 425.00	\$ 3,825.00	\$ 1,045.20	\$ 9,406.80	\$ 513.40	\$ 4,620.60	\$ 379.83	\$ 3,418.47
1/0 AL Splice 35 KV	3	\$ 1,438.00	\$ 4,314.00	\$ 2,210.00	\$ 6,630.00	\$ 275.42	\$ 826.26	\$ 595.00	\$ 1,785.00	\$ 1,561.47	\$ 4,684.41	\$ 2,053.58	\$ 6,160.74	\$ 379.83	\$ 1,139.49
2 ground rod assembly	2	\$ 1,351.00	\$ 2,702.00	\$ 230.00	\$ 460.00	\$ 183.61	\$ 367.22	\$ 340.00	\$ 680.00	\$ 150.00	\$ 300.00	\$ 308.04	\$ 616.08	\$ 150.00	\$ 300.00
Switchgear	1	\$ 4,313.00	\$ 4,313.00	\$ 3,245.00	\$ 3,245.00	\$ 3,305.03	\$ 3,305.03	\$ 7,845.00	\$ 7,845.00	\$ 2,678.65	\$ 2,678.65	\$ 6,160.75	\$ 6,160.75	\$ 1,063.79	\$ 1,063.79
UM50-S-6"	30	\$ 96.00	\$ 2,880.00	\$ 160.00	\$ 4,800.00	\$ 94.88	\$ 2,846.40	\$ 123.30	\$ 3,699.00	NO BID PROVIDED	\$ 358.05	\$ 365.67	\$ 10,970.10	\$ 43.65	\$ 1,309.50
(material cost included)															
UM50-P-6"	475	\$ 48.00	\$ 22,800.00	\$ 27.00	\$ 12,825.00	\$ 11.79	\$ 5,600.25	\$ 30.10	\$ 14,297.50	NO BID PROVIDED	\$ 5,669.15	\$ 29.54	\$ 14,031.50	\$ 23.89	\$ 11,347.75
(material cost included)															
6" Steel 90 SR	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,422.00	\$ -	\$ -	\$ -	\$ 1,505.07	\$ -	\$ 596.29	\$ -
(material cost included)															
6" Steel 90 LR	1	\$ 2,583.00	\$ 2,583.00	\$ 1,042.00	\$ 1,042.00	\$ 779.70	\$ 779.70	\$ 1,609.00	\$ 1,609.00	\$ 506.41	\$ 506.41	\$ 1,695.57	\$ 1,695.57	\$ 596.29	\$ 596.29
(material cost included)															
6" Steel 45 SR	3	\$ 951.00	\$ 2,853.00	\$ 960.00	\$ 2,880.00	\$ 506.00	\$ 1,518.00	\$ 1,361.50	\$ 4,084.50	\$ 506.41	\$ 1,519.23	\$ 1,346.32	\$ 4,038.96	\$ 596.29	\$ 1,788.87
(material cost included)															
6" Steel 45 LR	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,609.00	\$ -	\$ -	\$ -	\$ 1,506.98	\$ -	\$ 596.29	\$ -
(material cost included)															
UR2 Excavation	505	\$ 75.00	\$ 37,875.00	\$ 19.00	\$ 9,595.00	\$ 22.02	\$ 11,120.10	\$ 18.00	\$ 9,090.00	NO BID PROVIDED	\$ 5,669.13	\$ 148.45	\$ 74,967.25	\$ 17.40	\$ 8,787.00
UR5-HDPE-6"	0	\$ 95.00	\$ -	\$ 80.05	\$ -	\$ 41.07	\$ -	\$ 51.25	\$ -	NO BID PROVIDED	\$ -	\$ 98.02	\$ -	\$ 49.15	\$ -
Per lineal ft with pipe and coupling cost inc.															
UR8 - Utility Locates per occurrence	15	\$ 15.00	\$ 225.00	\$ 780.00	\$ 11,700.00	\$ 91.81	\$ 1,377.15	\$ 170.00	\$ 2,550.00	\$ -	\$ -	\$ 215.63	\$ 3,234.45	\$ 137.00	\$ 2,055.00
40 hr crew week	1	\$ 58,520.00	\$ 58,520.00	\$ 42,840.00	\$ 42,840.00	\$ 22,000.00	\$ 22,000.00	\$ 35,600.00	\$ 35,600.00	\$ 46,510.00	\$ 46,510.00	\$ 36,153.20	\$ 36,153.20	\$ 42,339.20	\$ 42,339.20
Hipot Energize	1	\$ 3,030.00	\$ 3,030.00	\$ 7,693.00	\$ 7,693.00	\$ 2,937.80	\$ 2,937.80	\$ 1,415.00	\$ 1,415.00	NO BID PROVIDED	\$ -	\$ 18,482.24	\$ 18,482.24	\$ 1,500.00	\$ 1,500.00
Landscaping	1	\$ 27,000.00	\$ 27,000.00	\$ 29,210.00	\$ 29,210.00	\$ 9,388.40	\$ 9,388.40	\$ 10,120.00	\$ 10,120.00	NO BID PROVIDED	\$ -	\$ 10,193.62	\$ 10,193.62	\$ 3,000.00	\$ 3,000.00
Surveying	1	\$ 7,950.00	\$ 7,950.00	\$ 5,438.00	\$ 5,438.00	\$ 2,750.00	\$ 2,750.00	\$ 4,400.00	\$ 4,400.00	NO BID PROVIDED	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
OFM			\$ 64,695.36		\$ 64,695.36		\$ 64,695.36		\$ 64,695.36		\$ 64,695.36		\$ 64,695.36		\$ 64,695.36
TOTAL			\$ 269,035.16		\$ 235,263.36		\$ 151,404.55		\$ 182,268.56		\$ 153,780.26		\$ 275,152.29		\$ 167,952.07
BID AMOUNT		\$	284,975.16	\$	181,775.00	\$	157,154.35	\$	189,443.56	\$	43,450.00	\$	288,875.09	\$	119,260.12

January 16, 2024

Memo To: Mayor Burns and Members of the City Council

From: Aaron Holton, Superintendent of Electrical Services

Re: Recommendation for General Mills 34.5 KV Expansion Contract

Bids were opened on Monday, December 18, 2023 for the General Mills 34.5 KV Expansion Project. This project is to extend a 34.5kV underground circuit from the Business Park Substation to the General Mills expansion to the east of the substation to feed the new production line at the General Mills facility.

Staff recommends allowing the City Administrator to approve any change orders that do not exceed 10% of the total amount, for a not to exceed total of \$166,545 for the project.

General Mills elected to pay the City for installation. General Mills has placed a deposit on file with the City and any additional expenses will be reimbursed.

BID SUMMARY

A notice of bid was published in Kane County Chronicle and advertised on the City's bid webpage. Four bids were received and opened. One additional company responded that they were unable to bid due to manpower constraints. The evaluated bid amounts are as follows:

Henkels & McCoy	\$269,035.16
IHC	\$235,263.36
Meade Electric	\$151,404.55
Utility Dynamics	\$182,268.56
CJ Drilling	\$153,780.26
Michels Power	\$275,152.29
Haugland	\$167,952.07

Staff Recommendations:

After careful review of the unit prices in the bid packages received, staff recommends awarding the contract to Meade Electric for their bid amount of \$151,404.55 plus authorize the City Administrator to approve change orders up to 10%, for a total not to exceed amount of \$166,545.00.

Cc: Stephanie Dawkins, City Administrator
 Rich Babica, Director of Public Works
 Jennifer Hilkemann, Manager of Distribution Construction & Maintenance

RESOLUTION NO. 2024-13

RESOLUTION AWARDING CONTRACT TO MEADE ELECTRIC FOR THE GENERAL MILLS 34.5 KV EXPANSION

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 Labor Contract with Meade Electric for the General Mills 34.5 KV Expansion Contract in the not-to-exceed total of \$166,545.00, in substantially the form attached hereto.

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

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 5th day of February, 2024

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

Approved by me this 5th day of February, 2024.

ATTEST:

Mayor

City Clerk

BIDDING DOCUMENTS FOR CONSTRUCTION
OF
GENERAL MILLS 34.5 KV EXTENSION CONTRACT

NOVEMBER 2023



Prepared By:

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

CONTACT PERSON:

JENNIFER HILKEMANN, MANAGER OF DISTRIBUTION CONSTRUCTION & MAINTENANCE

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FY 2023-24 GENERAL MILLS 34.5 KV EXTENSION CONTRACT**NOTICE TO BIDDERS**

Duplicate sealed Proposals submitted in a sealed envelope with the words "FY 2023-24 General Mills 34.5 KV Extension Contract" clearly marked on it, will be received by the City of Geneva, Illinois on or before ten o'clock a.m., local time, **December 18, 2023**, at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read for the construction, including the supply of necessary labor, materials and equipment of all related work thereto for the Project known as "FY 2023-24 General Mills 34.5 KV Extension Contract". Any Proposal received subsequent to the time specified will be promptly returned to the Bidder unopened.

Description of Project: The project will consist of:

The installation of 6" PVC and GRS conduit, pulling vault and a switch vault and pulling of 1/0 AL 35 KV Primary cable.

There will be a pre-Bid meeting on Wednesday December 6, 2023 at 10:00 a.m. at Geneva Public Works, 1800 South Street, Geneva, IL 60134.

This work shall be done in accordance with the Specifications as prepared by the City of Geneva Electric Utility. Copies of the plans, Specifications, and construction drawings together with all necessary forms and other documents for Bidders may be obtained via the web. Contact the City of Geneva Public Works Department for instructions on how to do so. The plans, Specifications, and construction drawings may be examined at the Public Works Department located at 1800 South Street, Geneva, IL. 60134.

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

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

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

The City of Geneva, Illinois
Stephanie Dawkins
City Administrator
November 20, 2023

Published in the "Daily Herald": November 20, 2023

FY 2023-24 GENERAL MILLS 34.5 KV EXTENSION CONTRACT

INSTRUCTIONS TO BIDDERS

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

The installation of 6" PVC and GRS conduit, pulling vault and a switch vault and pulling of 1/0 AL 35 KV Primary cable.

There will be a pre-Bid meeting on Wednesday December 6, 2023 at 10:00 a.m. at Geneva Public Works, 1800 South Street, Geneva, IL 60134..

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

2. Work on or around Energized Lines.

Any work done in vaults, all switching of high voltage cables, all splicing and terminating shall be performed by qualified personnel with proven experience in the type of work to be performed. The Bidder shall provide documentation that all employees working on high voltage cables are journeyman linemen and can demonstrate experience with overhead and underground 35 kV cable, terminations, etc. Linemen employed by the Contractor on this project shall be expected to be familiar with the operation and use of the tools of the trade, including but not limited to, Shotguns, Hot Stick Phasing Sets, and Grounding of Underground Cables. Contractor shall make sure each journeyman lineman has all necessary tools and equipment for use onsite. All such work shall be performed to meet at least the safety rules and regulations prescribed by the City of Geneva ("hereafter referred to as the "Owner") for its own employees including the use of rubber gloves, sleeves, hot sticks and associated protective equipment, a copy of which rules and regulations may be examined at the office of the Owner. Adherence to the latest revision any and all applicable OSHA and IDOL standards is required.

3. Materials.

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

4. Obtaining Documents.

The Plans and Specifications for Construction together with all necessary forms and other documents for Bidders may be obtained via the web. The plans, Specifications, and construction drawings may be examined at the office of the Owner, 1800 South Street, Geneva, IL 60134.

5. Manner of Submitting Proposals.

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

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

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

6. Familiarity with Conditions.

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

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the Bidder. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information shown on the plans relative to the locations of underground facilities. It shall be the Contractor's responsibility to determine the actual location of all such facilities. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

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

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

7. Bidder's Qualifications.

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

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

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

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

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

8. Alternate Designs.

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

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

10. Bid Bond.

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

11. Contractor's Bond.

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

12. Failure to Furnish Contractor's Bond.

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

13. Contract is Entire Agreement.

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

14. Minor Irregularities.

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

15. Rejection of Bids.

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

16. Definition of Terms.

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

17. The Owner Represents:

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

b. All easements and rights-of-way, except as shown on maps included in the Plans and Specifications, have been obtained from the owners of the properties across which the Project is to be constructed (including tenants who may reasonably be expected to object to such construction). The remaining easements and rights-of-way, if any, will be obtained as required to avoid delaying construction.

c. Where underground distribution construction is required, permission has been obtained from state and local highway and road authorities to install underground distribution power facilities and set pedestals, if any, on the highway and road right-of-way in the Project area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction and repair proposed to be used on the Project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by highway or road authorities, the successful Bidder will furnish to such authorities a Bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated right-of-way caused by the Contractor during construction of the Project. This requirement is in addition to and independent of the Contractor's Bond required under this Contract. The acceptance of a Bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following: City of Geneva, City Engineer.

The Contractor shall be solely responsible for obtaining any and all existing underground facility locations, with the appropriate owners or authorities of such facilities, prior to commencing work in such areas. Such contact(s) shall be made with sufficient and appropriate lead times to allow for the appropriate time to locate and/or mark such underground facilities.

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

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

18. Freedom of Information:

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

19. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS

To the best of our knowledge, the locations where excavations will occur have the following designations: Residential/Farmland. The soils in the area are anticipated to be Clean Construction Demolition Debris. Any soils excavated and removed from this site need to be tested according to the regulations relating to Potentially Impacted Properties. The Contractor is encouraged to excavate a minimum amount of material and to use the excavated material as backfill at the locations where the material was removed. The locations that were backfilled will be capped with an equal depth of topsoil (compared to the surrounding area) trucked in from an approved source or capped with the topsoil removed from the area if it is not comingled with clay. These locations shall then be restored per the plan and specifications.

If the Contractor has reason to believe that the soil being removed is not consistent as described above, the City shall be notified and a Photo Ionization Detector (PID) can be used to ascertain if the soil being removed is Clean Construction Demolition Debris. The excavated material resulting from the performance of any of the work if hauled away from the site to be disposed of, shall meet the current requirements set forth by the IEPA in Public Act 96-1416 for Clean Construction and Demolition Debris. This compliance may include providing certification from a licensed Professional Engineer, geotechnical testing, dumping fees, and proper documentation.

The City's storage facility is no longer able to be used as a temporary holding site for the Contractor's soil. The west side storage yard has been permanently closed.

20. Tax Exempt Status

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

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

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

AFFIDAVIT OF EXPERIENCE

STATE OF Illinois
COUNTY OF DuPage

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

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

Name of Owner	Job Description	\$ Amount
ComEd	Fisk Substation 345kv G/S 138 Dual Cap Bank	\$12,000,000.00
GE Energy	Big Sky expanded yard and installed new 345kv substation for wind farm	\$2,500,000.00
Village of Winnetka	Install new 138kv to 12.47kv substation transformer	\$315,775.00

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

Machine	Year Built	Machine	Year Built
see attached list			

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

Name of Job	Engineer or Owner
<u>Naperville</u>	<u>City of Naperville</u>

Signature: *[Signature]*

Subscribed and sworn to before me this 15th day of December 20, 23.

[Signature]
Notary Public



CERTIFICATION FOR BID

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the City of Geneva, Kane County, Illinois, that the Bidder is not barred from Bidding upon the Bid Specifications for the Project Known as General Mills 34.5 KV Expansion Contract, as a result of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).


Name Michael K Knutson Sr. Vice President

Meade Inc.
Company

12/15/23
Date

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

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

CERTIFICATION OF DRUG FREE WORKPLACE

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


Name Michael K Knutson Sr. Vice President

Meade Inc.
Company

12/15/23
Date

CERTIFICATION FOR CONTRACT

The undersigned, as a duly-authorized representatives of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor is not barred from Bidding on the Contract, or entering into this Contract known as General Mills 34.5 KV Expansion Contract, as result of a violation of either Section 33E-3 or 33E-4 or Chapter 38, Illinois Revised Statutes, 1987 (As Amended).


Name Michael K Knutson Sr. Vice President

Meade Inc.
Company

12/15/23
Date

The undersigned, as a duly-authorized representative of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project know as General Mills 34.5 KV Expansion Contract.


Name Michael K Knutson Sr. Vice President

Meade Inc.
Company

12/15/23
Date

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

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

Meade Inc.

Name of Contractor

BY: 
TITLE Sr. Vice President

Subscribed and sworn to before me this 15th day
of December, 2023.


Notary Public



BID BOND

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

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

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

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

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

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

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

_____(seal)
principal

Attest:

secretary

By: _____

title

_____(seal)
Surety

Attest:

secretary

By: _____

title

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

TO: City of Geneva

(Hereinafter called the "Owner")

ARTICLE I--GENERAL

Section 1 . Offer to Construct.

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

FY 2023-24 General Mills 34.5 KV Extension Contract

in strict accordance with the Plans and Specifications for the prices hereinafter stated.

The total length of the project lines shall be determined by taking the sum of all straight horizontal span distances between pole stakes or from center to center of poles, or centerline of structures, carrying conductors, plus the length of service drops, if any, measured horizontally from center of last pole to the point of attachment to the consumer's building.

Section 2. Owner-Furnished Materials.

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

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

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

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

Section 3. Purchase of Materials Not Furnished by Owner.

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

Section 4. Award of Contract.

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

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

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

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

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

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

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

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

Section 5. Proposal on a Unit Basis.

The Bidder understands and agrees that the various Construction Units on which Bids are made are defined by symbols and descriptions in this Proposal, that all said Bids are on a unit basis, and that the owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the Project. Separate Construction Units are designated for each different arrangement which may be used in the construction of the Project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.

Section 6. Familiarity with Conditions.

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

Section 7. License.

The Bidder warrants that a Contractor's License (is) (is not) required, and if required it possesses Contractor's License No ECC27763 for the State of City of Chicago in which the Project is located and said license expires on March 31, 20 24.

Section 8. Proposal Made in Good Faith.

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

Section 9. Financial Resources.

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

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

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

Section 10. Taxes.

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

Section 11. Changes in Quantities.

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

Section 12. Description of Contract.

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

Staking Sheets

Specifications and Drawings

Maps

LIST OF OWNER FURNISHED MATERIALS

GENERAL MILLS			
1/0 AL 35 KV	6000	\$ 6.45	\$ 38,700.00
Caps, Cold Shrink	20	\$ 10.20	\$ 204.00
Elbow Tbody	9	\$ 693.00	\$ 6,237.00
1/0 AL Splices 35KV	3	\$ 573.00	\$ 1,719.00
10' Ground Rods	2	\$ 20.70	\$ 41.40
4/0 cu grounding wire	60	\$ 5.420	\$ 325.20
C Crimps	200	\$ 7.600	\$ 1,520.00
Polywater J	2	\$ 87.000	\$ 174.00
Switch - 34 KV	1	\$ 6,554.76	\$ 6,554.76
Switch vault	1	\$ 3,750.00	\$ 3,750.00
pulling vault 4' X 8'	1	\$ 5,470.00	\$ 5,470.00
			\$ 64,695.36

ARTICLE II--CONSTRUCTION

Section 1 . Time and Manner of Construction.

- a. The Bidder agrees to commence construction of the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Owner after notice in writing of acceptance of the Proposal by the Owner, but in no event will the Commencement Date be before **February 5, 2024**. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications and Construction Drawings by the **substantial completion date of June 1, 2024**. **Landscaping is to be completed by June 15, 2024.** Working hours for this project will be Monday through Friday, 7:00 a.m. until 3:30 p.m. No work allowed on any City Holiday or days listed here: 2/19/24, 3/29/24, 5/27/24.)
- b. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, Sub-Contractors and material suppliers, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however, that no such extension of the time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. It is understood and agreed that the Contractor has considered in his Bid all of the permanent and temporary utility appurtenances in their present positions and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them either by the utilities company or by himself, or an account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.
- d. If separate Contracts are let for work comprising an entire improvement, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. In case of dispute, the Owner shall be the referee and his decision shall be final and binding on all.
- e. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract, and shall protect and save harmless the Owner and all agents of the Owner from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. Each Contractor shall assume all responsibility for his work not completed or accepted because of the presence and operations of the other Contractors.

f. The Contractor shall as far as possible arrange his work, and place and dispose of materials being used, so as not to interfere with the operations of the other Contractors within the limits of the same improvement. Contractor shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others, all as approved by the Owner.

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

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

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

Section 2. Protection and Restoration of Property.

The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures. From time to time or as may be ordered by the Owner and immediately after completion of the work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the work that Contractor is issued by Owner. Upon failure to do so within five (5) calendar days after written request by

the Owner, such clean up may be performed by the Owner and the cost thereof be charged to the Contractor and be deducted from his final estimate. Upon completion of the work, the Contractor shall remove all his equipment and put the area of the work in a neat and clean condition and do all other cleaning required to complete the work in a professional, workmanlike manner, ready for use and satisfactory to the Owner. The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

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

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

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

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

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

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

the before and after conditions of the root pruning to demonstrate that proper techniques were used.

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

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

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

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

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

Section 3. The Bidder.

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

Section 4. Changes in Construction.

If requested by Owner, in cases of satisfactorily performed work that is subsequently modified, upgraded, or otherwise changed by the Owner, the Contractor agrees to make such changes in construction previously installed in the Project by the Bidder as required by the Owner. The compensation for such

changes shall be agreed upon in writing by the Contractor and the Owner prior to commencement of work in connection with such changes.

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

Section 5. Construction Not in Proposal.

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

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

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

Section 6. Supervision and Inspection.

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

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

- b. The Owner reserves the right to require the removal from the Project of any employee of the Contractor and Contractors for noncompliance of installation which may include use of improper tools, improper installation, and/or not meeting timelines or schedules for installations, if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Contractor to increase the number of its workforce at contractor's expense to meet schedules in installation. Owner has established all provisions to judge performance based on successful completion of work assignments as measured by Owner's standards. Contractor's obligations shall be to complete the work within the time and in the manner specified in this Proposal.
- c. Regardless of any tests of materials made at the source, the Contractor shall carefully inspect all materials before installation and reject any materials which have been damaged or have visible flaws. The manner of construction of the Project, and all materials and equipment used therein, shall be subject to the inspection, tests and approval of the Owner, and the Contractor shall furnish all information required by the Owner concerning the nature or source of any materials incorporated or to be incorporated in the Project. The failure of the Owner to detect irregularities does not relieve the Contractor of responsibility to remove or replace materials which are found to be defective after installation. The Owner shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Contractor and of any Sub-Contractor, relevant to the construction of the Project. The Contractor shall provide all reasonable facilities necessary for such inspection and tests. The Owner shall make final inspection of all work, included in the Contract, as soon as practicable after notification by the Contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Owner at the time of such inspection, he shall inform the Contractor as to the particular defects to be remedied before final acceptance can be made. The Contractor shall have an authorized agent accompany the Owner when final inspection is made and, if requested by the Owner, when any other inspection is made.
- d. If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the work. All stored materials shall be inspected and approved before being placed in storage. Space required shall be provided by the Contractor at Contractor's expense.
- e. In the event that the Owner shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Contractor and the Contractor's Surety or sureties to have an inspection made, in cooperation with the Owner for the purpose of determining the exact nature, extent and location of such defects. Any such corrective actions, to remedy defective work or materials, shall not be cause for an extension of the schedule. Contractor shall incur costs required to meet stipulations of contract.
- f. The Owner may recommend that the Contractor suspend the work wholly or in part for such period or periods as the Owner may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Contractor to comply with any of the provisions of the Contract: Provided, however, that the Contractor shall not suspend work pursuant to this provision without

written authority from the Owner to do so. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Contractor to comply with any of the provisions of this Contract. In the event that work is suspended by the Contractor with the consent of the Owner, the Contractor before resuming work shall give the Owner at least twenty-four (24) hours' notice thereof in writing.

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

Section 7. Defective Materials and Workmanship.

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

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

Section 8. - Traffic Control and Road Conditions.

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

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

ARTICLE III--PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Contractor

- a. Within the first fifteen (15) days of each calendar month, the Owner shall make partial payment to the Contractor for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified (as satisfactorily complete) to by the Contractor, and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. **Payment shall be made only after receipt of Certified Payroll.** Only ninety percent (90%) of each such estimate approved during the construction of the Project shall be paid by the Owner to the Contractor prior to Completion of the Project. Upon completion by the Contractor of the construction of the Project, the Owner will prepare an inventory of the Project showing the total number and character of Construction Units and after checking such inventory with the Contractor, will certify it together with a certificate of the total cost of the construction performed. Upon the approval of such certificates by the Owner, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled thereunder which shall not have been paid; Provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the Project, as specified in the Certificate of Completion, unless withheld because of the fault of the Contractor.
- b. The Contractor shall be paid on the basis of the number of construction Units actually installed at the direction of the Owner shown by the inventory: Provided, however, that the total cost shall not exceed the maximum Contract price for the construction of the Project as set forth in the Acceptance, unless such excess shall have been approved in writing by the Owner.
- c. Notwithstanding the provisions of Section "1a" above, the Contractor may, by giving written notice thereof to the Owner, elect to receive payment in full for any Station of the Project upon:
- (1) completion of construction of such Station as certified and approved by the Owner;
 - (2) submission to the Owner of the releases of lien and the certificate referred to in Section 2 hereof;
 - (3) submission to the Owner of the consent in writing by the Surety or Sureties on the Contractor's Bond to payment in full for such Station prior to Completion of the Project.
- d. Interest at the rate of seven percent (7%) per annum shall be paid by the Owner to the Contractor on all unpaid balances due on monthly estimates, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Contractor. The due date for purposes of such monthly payment shall be the fifteenth day of each calendar month provided (1) the Contractor on or before the twentieth day of the preceding month shall have submitted its certification of construction completed during

the preceding month and (2) the Owner on or before the fifteenth day of such month shall have approved such certification. If for reasons not due to the Contractor's fault, such approval shall not have been given on or before the fifteenth day of such month, the due date for purposes of this subsection d shall be the fifteenth day of such month notwithstanding the absence of the approval of the certification.

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

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

Section 2. Release of Liens and Certificate of Contractor.

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

Section 3. Payments to Materialmen and Sub-Contractors.

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

WAIVER AND RELEASE OF LIEN

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

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

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

for said project.

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

 name of manufacturer, materialman or Sub-Contractor

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

ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1 . Protection to Persons and Property.

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

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

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

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

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

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

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

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

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

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

Section 2. Insurance.

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

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

The liability limits shall not be less than:

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

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

The General Liability limits shall be not less than:

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

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

The liability limits shall be not less than:

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

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

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

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

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

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

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

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

Section 3. Indemnification.

To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any Sub-

Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

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

Section 4. Release of Liability.

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

Section 5. Delivery of Possession and Control to Owner.

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

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

Section 6. Assessment of Guarantees.

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

Section 7. Energizing the Project.

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

ARTICLE V--REMEDIES

Section 1. Completion on Contractor's Default.

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

Section 2. Liquidated Damages.

The time of the Completion of Construction of the Project is of the essence of the Contract. Should the Contractor neglect, refuse, or fail to complete the construction in the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due, and payable to the Contractor the sum of five hundred and fifty dollars (\$550.00) per calendar day for each and every day that such construction is delayed on its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due and to become due from the Owner to Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly to notify the Contractor in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.

Section 3. Cumulative Remedies.

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

ARTICLE VI--MISCELLANEOUS

Section 1 . Definitions.

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

- j. The term "Contract Bond" shall be the approved form of security furnished by the Contractor and his Surety as a guaranty that he will execute the work in accordance with the terms of the Contract.
- k. The term "Surety" shall be the corporate body, individual, or individuals, which engage to be responsible for the Bidder's acts in the execution of the Contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the Contract, his payment of all obligations pertaining to the work, and his fulfillment of such other conditions as may be specified or otherwise required by law.
- l. The term "Award" shall be the decision of the Owner to accept the Proposal of the lowest responsible Bidder for the work, subject to the execution and approval of a satisfactory Contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.
- m. The term "Inspector" shall be the authorized representatives of the Owner assigned to make detailed inspection of any or all portions of the work or material therefore.
- n. The term "Notice to Bidders" shall be the official notice, included in the Proposal form inviting Bids for the proposed improvement.
- o. The term "Special Provisions" shall be specific directions, provisions, requirements, and revisions of the Specifications peculiar to the work under consideration which are not satisfactorily provided for in the Specifications. The special provisions set forth the final contractual intent as to the manner involved. The special provisions included in the Contract shall not operate to annul those portions of the Specifications with which they are not in conflict.
- p. The term "Specifications" shall be the body of directions, provisions, and requirements contained here in, or in any supplement to this document referred to in the special provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the work, the quantities, or the quality of materials to be furnished under the Contract.
- q. The term "The Work" shall be the improvement advertised for Bids, described in the Proposal form, indicated on the plans, and covered in the Specifications, Special Provisions, Contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof, including labor, tools, equipment, materials, and incidentals necessary for satisfactory completion of the improvements.
- r. The term "Written Notice" shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

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

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

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

Section 2. Patent Infringement.

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

Section 3. Permits for Explosives.

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

Section 4. Compliance with Statutes and Regulations.

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

Section 5. Equal Opportunity Provisions.

a. Bidder's Representations.

The Bidder represents that:

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Franchises and Rights-of-way.

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

Section 7. Nonassignment of Contract.

The Contractor shall perform directly and without subcontracting not less than twenty-five per centum (25%) of the construction of the Project, to be calculated on the basis of the total Contract price. The Contractor shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Contractor's obligations hereunder or any part thereof, without the

approval in writing of the Owner and of the Surety and Sureties on any Bond furnished by the Contractor for the faithful performance of the Contractor's obligations hereunder. If the Contractor, with consent of the Owner, and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any Sub-Contractor for the performance of any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of such Sub-Contractor and of persons employed by such Sub-Contractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

Section 8. Extension to Successors and Assigns.

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

Section 9. Contractor.

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

Section 10. Addenda. Any questions relating to the Contract that requires a response from the City of Geneva must be submitted in writing (email, fax or mail) by Tuesday, December 12, 2023 at 9:00 a.m. The City of Geneva will provide response by email by Thursday, December 14, 2023 at 9:00 a.m. No further Addendum will be made after this point in time.

The Bidder acknowledges receipt of the following Addenda:

Addendum No. 1 dated 12/12/23 initialed mkk
 Addendum No. _____ dated _____ initialed _____
 Addendum No. _____ dated _____ initialed _____

Section 11 . Prevailing Wage.

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

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

required by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of the Davis-Bacon Act (USC, Title 40, Sec. 276a) and interpretations thereof.

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

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

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

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

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, and telephone number. Demographic information required as part of PA 1-3=347 (HB3400) is also required. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

PREVAILING WAGES FOR KANE COUNTY

<https://idol.aem-int.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy24/20230815/Kane.pdf>

DISTRIBUTION CONSTRUCTION UNITS -- NEW CONSTRUCTION

Section UD -- Underground Cable Assembly Units

An underground assembly unit consists of the installation of one thousand feet of cable in installed conduit or trench for underground primaries, secondaries or services. It does not include the conduit, plowing, trenching and backfilling, or the termination of the primary cable, which are provided for in other assembly units. It includes the presence of a journeyman lineman at each end of the cable pull actively participating and directing the operations of cable pulling. It includes the tagging, connection and sealing of primary, secondary and service cables and conductors. Buried cable may be spliced only when and where permitted by the Owner. In computing the compensation to the Contractor for underground cable assembly units, only the distance between stakes, paralleling the cable shall be used. Slack for termination is required at each termination location and is considered incidental to the Contract. The number of units so computed will include all cable installed in place in all specified trenches, risers, conduits, crossings, manholes, transformers, terminal housings and meter boxes. The conductor or cables listed are the manufacturer's designation of types, size, voltage rating and material. Tagging of the cables shall occur on each phase and at each termination. The tag shall include cable size, direction, address of end destination and grid number (ex. 750 MCM South to 2X3DV1.). The Contractor and the Owner shall jointly perform cable acceptance tests on installed cable in accordance with the Specifications using test equipment furnished by the Contractor. Contractor shall DC Hipot for all cable prior to energization. The cable is provided by the City. Switching associated with all new cables installed is the responsibility of the contractor and is required to be done with two journeyman lineman present.

Section UG -- Underground Transformer Assembly Units

A underground transformer assembly unit consists of the transformer, its housing, warning sign, switches, over-current protective devices, grounding loop, and hardware and leads with their connectors and supporting insulators installed in place. This unit includes the secondary cable terminations, including labeling the secondary mains in both the transformer and the pedestal, along with a drawing in the lid of the transformer (see 1 phase transformer drawing). It does not include lightning arrestors, fault indicators, ground rods, trenching, elbows or T-bodies. For pad-mount transformers, it does not include the pad, site preparation, drainable material, backfilling or compacting which are included in the pad assembly units. The transformers are provided by the City.

Section UM -- Miscellaneous Underground Assembly Units

A miscellaneous underground assembly unit consists of an additional unit needed in the Project for new construction but not otherwise listed in the Proposal. This section includes the miscellaneous assembly units as shown on the respective underground construction drawings.

- a. Pad: This unit includes the labor to install a transformer pad. Pad assembly units in this section include the site preparation, bedding, drainable material, backfilling, and tamping the pad in place. It will also include all necessary pvc or steel elbows needed to situate the conduits into the appropriate positions in the transformer pad. The elbows will be considered incidental to this unit. See pictures of approved installations in the drawings. The pad is

- provided by the City. This unit will also be used if an existing fiberglass pad needs to be reset due to settling.
- b. Pull Vault: This unit includes the labor to install a 3' x 6' x 36", 4' x 8' x 36", 4' x 6.5' x 3', or 36" x 48" pulling vault for the purpose of splicing primary cables or marking end of fiber conduit (empty). All site preparation, bedding, drainable material, backfilling and tamping are included in this unit. The vault is provided by the City.
 - c. Fiber Hand Hole: This unit includes the labor to install a 9" round hand hole for the purpose of marking the end of fiber conduit (empty). All site preparation, bedding, drainable material, backfilling and tamping are included in this unit. The vault is provided by the City.
 - d. Fiber Splice Box: This unit includes the labor to install a 30" x 48" splice box for the purpose of marking the location of fiber conduit (empty). All site preparation, bedding, drainable material, backfilling and tamping are included in this unit. The vault is provided by the City.
 - e. Pedestal: This unit includes the labor to install a complete pedestal. Pedestals will not be connected to the telephone pedestal but will be a free standing unit. This unit includes the excavation of existing services, splicing of these services if necessary with the same size wire, labeling of each service with the correct address that it feeds and the coating of the service wire with 3M Scotchcoat . This unit also includes extending, if necessary, and reconnecting street light wires and replacing the bonding wire coming from the telephone pedestal. The pedestal, blocks, covers, splices and Scotchcoat are all provided by the City. The telephone company will provide to the city the necessary bonding wires. This unit must be installed by a qualified journeyman lineman trained in 35 kV terminations.
 - f. Elbows: This unit includes the labor to properly install a 1/0 AL or 4/0 AL loadbreak elbow on existing or new cable installed in this contract. This unit must be installed by a qualified journeyman lineman trained in 35 kV terminations. The elbow is to be provided by the City.
 - g. Tbody: This unit includes the labor for a proper installation of a 500 or 750 MCM (CU OR AL) T-OP-II Tbody. This unit must be installed by a qualified journeyman lineman trained in 35 kV terminations. The T-body is to be provided by the City.
 - h. Splices: This unit includes the labor for a proper installation of a primary 35 KV cable splice. This unit must be installed by a qualified journeyman lineman trained in 35 kV terminations. The splices are to be provided by the City.
 - i. Parking Stand Arrestor or Elbow Lightning Arrestor: This unit includes the labor for a proper installation of either of these types of arrestors. The unit must be installed by a qualified journeyman lineman trained in 35 KV terminations.
 - j. 600 Amp or 200 Amp Dead End Caps: This unit includes the labor for a proper installation of a dead end cap. The unit must be installed by a qualified journeyman lineman trained in 35 KV terminations.
 - k. Modcan & Base: This unit includes the labor for a proper installation of a single phase or three phase modcan and base as indicated on the staking sheets. The base installation includes the site preparation, bedding, drainable material, backfilling, and tamping the pad in place. The unit must be installed by a qualified journeyman lineman trained in 35 KV terminations.
 - l. Grounds: This unit includes the labor for a proper grounding installation for a transformer, pole, modcan, switch, riser or pulling vault. The ground wire and rods are to be provided by the City.

- m. Street Light: This unit includes the labor to assemble, wire, and install a complete street light including screw-in base, anchor bolts, pole, ballast, lamp, fixture, pole wiring, photocell and any other parts to make a functioning street light installation. The base, anchor bolts, pole, ballast, lamp, fixture, pole wiring, and photocell are supplied by the City.
- n. Bollard: This unit includes the installation of a concrete filled steel pipe, installed four feet in the ground and four feet above the ground. Unit also includes the painting of the bollard a reflective yellow.
- o. PVC Elbow: This unit includes the installation of a 2, 3, 4, 5, or 6" PVC Elbow (either 45 or 90 degree) as indicated on the staking sheet. Elbow should be coupled to the polypipe using City of Geneva approved couplings. Geneva Electric Utility personnel will direct to exact stub up location. This price shall include the labor cost of installation of the elbow and coupling the elbow to the polypipe. The elbow and coupling are to be provided by contractor and the material cost of both included within the unit price. Ends shall be capped not taped. Material to be supplied by the Contractor. Radius sizes: Standard: 3"=13", 4"=16", 5"=24", 6"=30". Long radius: 3"=24", 4"=36", 5"=48", 6"=48".
- p. Steel Elbow: Stub 3, 4, 5, or 6" galvanized rigid steel 90 degree elbow into existing equipment or in trench line where needed and couple elbow to polypipe. This price shall include the labor cost of installation of the elbow and coupling the elbow to the polypipe. The elbow and coupling are to be provided by contractor and the material cost of both included within the unit price. City of Geneva to approve coupling. Material to be supplied by the Contractor.
- q. Switchgear: This unit includes the installation of a pad mounted switchgear enclosure. Material to be provided by the City. Terminations are considered separate units. Material to be supplied by the City.
- r. Switchgear Vault: This unit includes the labor to install a switchgear vault. Vault includes the site preparation, bedding, drainable material, backfilling, and tamping the pad in place. The vault is provided by the City.
- s. Switchgear vault lid: This unit includes the labor to install a switchgear lid of 4 – 12" of thickness on top of a switchgear vault. This lid may be solid or an adjusting "ring" to raise switchgear above grade. Material to be provided by the City.
- t. UM50-S-xx" or UM50-P-xx" - This unit includes the labor and material to install a straight section of either plastic or galvanized rigid steel conduit. Excavation units are paid separately. The price shall include the labor cost of installation of any necessary couplings to connect the straight section to either an elbow or polypipe. The couplings and straight section are to be provided by the contractor and the material cost of both included within the unit price. Material to be provided by the Contractor.

Section UR -- Underground Excavation Assembly Units

UR2: Excavation Assembly Unit: Consists of one (1) lineal foot of trenching or backhoeing measured parallel to the surface of the ground, to a specified depth, including the excavation, backfilling, and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include the underground cable facilities installed in the trench or cable bedding assembly units, when required.

UR4: Rock Excavation (add-on): Consists of one (1) lineal foot of excavation of rock, measured parallel to the surface of the ground, to a specified depth including the excavation, backfilling and compacting. This unit will be specified by the Owner only when pipe route is within heavy rocky soil and required rock auguring. Use of this unit requires prior authorization by Geneva Electric Utility personnel and shall be bid as a price adder to existing per linear foot installation of UR5. This cost includes all labor and equipment required. If contractor does not have prior approval for this work unit, the expense will be on the contractor.

UR5: Underground Conduit Installation by Directional Bore: Consists of one (1) lineal foot of HDPE conduit of the inside diameter, in inches, specified in the last digit of the assembly unit designation. The conduit shall be SDR 13.5 HDPE poly conduit of red or black with red stripes. The unit includes couplings, electro-fused butt splices or electro-fused couplings or other connections as needed to install a continuous pipe. This unit also includes the installation of a contractor supplied cable guard at each conduit end to protect the cable from damage. The unit includes any excavation, backfilling, and compacting necessary for installation of pipe to the specified depth. The length, in feet, for this unit shall be the same as the length of conduit which is to be installed between structures. Underground cable is not included in this unit.

UR8: Location of Underground Lines. Consists of the labor required to dig and expose one (1) existing underground line which has the potential to conflict with the proposed cable route. Digs should be done in such a manner that the digging is done perpendicular to the line to be exposed working from one side of the line to the other. It also includes the rough backfill of this hole. Examples of the underground line would be primary and secondary electric, fiber, telephone, cable television, gas, water, sewer, etc. All utilities must be found within the work area.

UR19: Pavement cutting: Consists of one (1) lineal foot of saw cutting and excavating pavement, either concrete or asphalt, measured parallel to the surface of the ground. Other excavation necessary to install cable or conduit to proper depth shall be specified separately as UR2.

UR20: Pavement Repair: Consists of one (1) square foot of replacing pavement, sidewalk or driveway, either concrete or asphalt, measured parallel with the surface of the ground.

Section I -- Removal Assembly Units

Removal assembly units cover the furnishing of all labor for the removal of existing units of construction from existing lines, and all labor and transportation for the returning of some materials to the warehouse of the Owner in an orderly manner. Any transformers removed during construction shall be returned to 1800 South Street for disposal to the City. All other materials removed from the construction shall be disposed of in an appropriate manner by the contractor at his expense. The following special notes apply to specific removal units:

- a. Pads. The unit for removal of a transformer pad includes the complete removal of the existing pad, ground rod, and unsuitable material under the pad. Pads may either be concrete or fiberglass. Area to be filled in with black dirt.
- b. Elbow. The unit for removal of elbow includes cutting off the termination and any cable within the enclosure.
- c. Tbody. The unit for removal of a Tbody includes cutting off the termination and any cable within the enclosure.
- d. Modcan. The unit for removal of the modcan includes the base, cabinet, ground loop and unsuitable material under the base. Area to be filled in with black dirt.
- e. Pedestal. The unit for removal of the pedestal includes removing the existing pedestal and all cable, blocks and covers protruding from the ground. If existing pedestal is being replaced, all cables to be left useable unless they are to be abandoned.
- f. Transformers. The unit for removal of transformer assembly units includes the transformer and ground loop only. Only one unit is specified for each location.
- g. Splices: The unit for removal of a high voltage splices includes cutting out the existing splice and capping the end to be re-used if applicable.
- h. Pull Vault: The unit for removal of a pull vault includes removal of the vault itself, the gravel base and filling the hole in with clean fill.
- i. Street Light: The unit for removal of a street light includes taking down the street light and removing the existing foundation from the ground and filling in the hole left by the base.
- j. Switchgear:: The unit for removal of a switchgear includes disconnecting of all cables tied to the switch and removing the old switchgear.
- k. Fuser: This unit for removal of a fuser includes the disconnection of existing cables to remain, excavation and removal of existing concrete foundation and disposal of both parts.
- l. Bollard: The unit for removal of a bollard includes the removal of an eight foot section of concrete filled metal pipe. Backfill of hole left behind is included in this unit.
- m. Riser:: The unit for removal of a riser on a pole includes stripping old U-Guard off the pole and disconnecting the riser from the overhead electric distribution and cutting the wire off 1 foot below ground level.

Price for Crews & Equipment

Crew and Equipment prices cover hourly rates for personnel and equipment in case of change order situations where a price cannot be agreed upon and hourly rate charge is needed. The total for a 40 hour work week for a crew and equipment shall be included in the total Bid price. This labor may or may not be used during the project.

Hipot & Energizing & Tagging

This unit is a lump sum price to hipot, energize and phase the cables to complete the installation of the new system. This may be done a section at a time over several days or weeks (energizing between transformers until next section is ready). This unit shall also include the time required to pull each meter during the outage, ring out the secondary cables from pedestal to house to insure correct labeling and to test voltage and re-install meter after energizing the pedestal. This unit also includes the tagging of all cable ends at any termination point to indicate the correct location of the other end of the cable. Cables shall be marked with red, white and blue tape to represent A, B, and C phase respectively. Switching on the new cables is the responsibility of the contractor. A city representative will be present to direct the switching steps. Switching on old cables will be done by City lineman.

Landscaping

Include as a lump sum price an amount to cover landscaping as described in Article II – Section 2. Restoration of Property. Landscaping shall restore the property to same or better conditions, as it existed prior to installation. Any trees, plants or bushes removed that are not in the transformers' clear zone (10' on doors side, 3' on other 3 sides) or pedestal clear zone (3' on all sides) shall be replaced with like replacements to the best of the contractor's ability. If a new piece of equipment is to be set in an area with plantings, the homeowner must be given adequate notice to relocate the plants. If notice is not given to the homeowner, the contractor will be responsible for their replacement.

Please note there is a substantial portion of landscaping repairs on this project that shall consist of hand work (using hand tools and wheelbarrows) in the rear property easement, including but not limited to: repairing damage caused by construction excavation, machine tracks, ruts, damage caused by plywood used for spoil stockpiles and equipment setup locations. No change orders will be issued for additional costs regarding landscaping repairs.

Include as part of this price the cost to video tape and take pictures prior to construction the routes where work will take place including an audio description of where the video shot is being taken from. Provide one copy to the City prior to construction. If the video does not cover an area that is in dispute than the contractor will restore the area to the city's satisfaction at no additional cost to the city.

Surveying

This is a lump sum price to have all lot corners and rights-of-way necessary for construction marked by a licensed surveyor for the contractor to stay within the subdivision's easements or rights-of-ways. The utility company will provide select maps that are in its possession to assist with easements.

BID PAGE

Section UD -- Underground Cable Assembly Units

Unit No.		No. of Units	Unit Price	Total Price
PRIMARY				
1/0 AL , 35 KV		3.390	4.41	\$ 14,949 - 90
			TOTALS	
			GEN MILLS	\$ 14,949 - 90

Section UM -- Miscellaneous Underground Assembly Units

Unit No.		No. of Units	Unit Price	Total Price
Pulling Vault 4'x8'x3'		1	4,464.20	\$ 4,464 -20
1/0 AL Tbody 35 KV		9	275.42	\$ 275 -42
1/0 AL Splice 35 KV		3	275.42	\$ 826 -26
2 ground rod assembly		2	183.61	\$ 367 -22
Switchgear		1	3305.03	\$ 3,305 -03
UM50-S-6" (material cost included)		30 80	94.88	\$ 2,846 -40
UM50-P-6" (material cost included)		475 640	11.79	\$ 5,600 -25
6" Steel 90 SR (material cost included)		0		\$ -
6" Steel 90 LR (material cost included)		1	779.70	\$ 779 -70
6" Steel 45 SR (material cost included)		3	506.00	\$ 1,518 -00
6" Steel 45 LR (material cost included)		0		\$ -
TOTALS				
GEN MILLS				\$ 22,185 -84

Section UR -- Excavation Units

SECTION UR - EXCAVATION UNITS

Unit No.	No. of Units	Unit Price	Total Price
UR2 Excavation	505	22.02	\$11,120 .10
UR5-HDPE-6"	140	41.07	\$ 5,749 .80
Per lineal ft with pipe and coupling cost inc.			
UR8 - Utility Locates per occurrence	15	91.81	\$ 1,377 .15
TOTALS			
GEN MILLS			\$ 18,247 .05

SECTION I - REMOVAL UNITS

Unit No.	No. of Units	Unit Price	Total Price
RELOCATE LIGHTNING POLE	0	\$	-
RELOCATE CONCRETE SLAB	0	\$	-
TOTALS			
GEN MILLS			\$ 0 .00

Price for Crews & Equipment

Labor Unit	Price Per Hour (\$)
Foreman	\$154.00
Lineman	\$142.00
Groundman	\$110.00
Directional Boring Machine & Water Truck	\$150.00
Mini Excavator	\$35.00
Vacuum Excavator	\$110.00
Foreman's Truck	\$32.00
Wire Pulling Truck & Reel Trailer	\$35.00
Crew Price for 40 hour Work Week Total:	\$22,000.00

Hipot and Energizing

Labor Unit	Lump Sum Price	
Hipot, Phase, and Energize and Tagging	GEN MILS	\$2,937.80

Landscaping

Labor Unit	Lump Sum Price	
Landscaping	GEN MILLS	\$9,388.40

Surveying

Labor Unit	Lump Sum Price	
Surveying	GEN MILLS	\$2,750.00

DISTRIBUTION LINE CONSTRUCTION PROPOSAL SUMMARY

Underground -

Section	GENERAL MILLS
Section UD	14,949.90
Section UG	N/A
Section UM	22,185.84
Section UR	18,247.05
Section I	NA
Crews & Equipment	22,000.00
Hipot & Energizing	2,937.80
Landscaping	9,388.40
Surveying	2,750.00
TOTAL: =	92,458.99

PROJECT TOTAL + MATERIAL= \$ 157,154.35

PROPOSED SUBCONTRACTORS

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

<u>Sub-Contractor</u>	<u>Work</u>
Ridgeline Consultants 1661 Aucutt Road Montgomery, IL	Surveying

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

PROPOSAL SIGNATURE BY BIDDER

Meade Inc.

Bidder



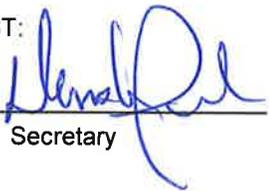
Sr. Vice President

625 Willowbrook Center Parkway

Willowbrook, IL 60527

Address

ATTEST:



Group Secretary

Date 12/15/23



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

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

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

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Bidder,

for the construction of the following project:

The total Contract price is \$ _____

(Owner)

By _____

Attested:

Date of Contract:

CONTRACTOR'S BOND
(Performance and Payment)

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

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

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

4. It is expressly agreed that any amendment which may be made by agreement or otherwise between the Principal and the Owner in the terms, provisions, covenants and conditions of the Construction Contract (including, without limitation, the granting by the Owner to the Principal of any extension of time for the performance of the obligations of the Principal under the Construction Contract, or the failure or refusal of the Owner to take any action, proceeding or step to enforce any remedy or exercise any right under the Construction Contract, or the taking of any action, proceeding or step by the Owner, acting in

good faith upon the belief that the same is permitted by the provisions of the Construction Contract) shall not in any way release the Principal and the Surety, or either of them or their respective executors, administrators, successors or assigns from liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.

5. This Bond is made for the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments hereto, and they, and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written as such, and they and each of them may sue herein.

In witness thereof, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 20____.

_____(Seal)
(Principal)

Attest:

(Secretary)

By _____

(Surety)

Attest:

(Secretary)

By _____

(Address of Surety's home office)

By _____
(Resident Agent of Surety)

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

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