



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approve contract for Utility Pole Inspection with Osmose Utility Services, Inc.		
Presenter & Title:	Aaron Holton – Superintendent of Electric Service		
Date:	October 6, 2025		
<b>Please Check Appropriate Box:</b>			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: QIS-III			
Estimated Cost: \$85,499.69	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
A bid was advertised for FY 2026 Pole Inspection Contract with two companies responding with bids. The low bidder was Osmose. Several companies replied that they did not have the manpower available to complete the work in the required timeframe. Recommended approval is contingent upon legal review. Upon review of the bid prices, staff removed the requirement for pole attachment survey as to not exceed the projected budget for this project.			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Memo and Bid Tabulation</li> <li>• Contract</li> </ul>			
<b>Voting Requirements:</b>			
<i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
Recommend Resolution approving FY 2026 Pole Inspection Contract with Osmose Utility Services, Inc in an amount not to exceed \$85,499.69.			

**RESOLUTION NO. 2025-113**

**RESOLUTION APPROVING FY 2026 POLE INSPECTION CONTRACT WITH OSMOSE UTILITY SERVICES, INC IN AN AMOUNT NOT TO EXCEED \$85,499.69**

**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 FY 2026 Pole Inspection contract to Osmose Utility Services, Inc in an amount not to exceed \$85,499.69 as recommended by Staff and pending legal review.

**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 15<sup>th</sup> day of September, 2025.

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

Approved by me this 15th day of September, 2025.

\_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_  
City Clerk



**PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

September 15, 2025

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

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

**Re:** Recommendation for Pole Inspection Contract

Staff identified a need to survey all of the utility poles in service for the Geneva Electric system. The City of Geneva undertook a system wide pole replacement program in the mid-1970's. A full survey of out Utility poles was last completed in the early 1990's and a number of poles were replaced at that time. Taken together, the majority of the poles on the system are between 30 and 50 years old. It is a general industry standard that wood poles have an effective life span of 50 years. This contract will give staff the needed information to plan replacement of wood poles in coming fiscal years.

Two companies submitted bids. In addition to the responding bidders, Entrust Solutions Group, Wesco/Anixter, Koppers and Tulsa Inspection Resources replied with no-bid, stating that they do not have the labor force to complete the survey in our timeframe.

Participating contractors and their quotes are as follows:

Contractor:	Total Cost:
Osmose	\$118,638.69
Helm Electric	\$426,482.58

Both of these amounts exceeded the planned budget for the project. Staff made the decision to remove the pole attachment survey work from the requirement and the amended totals were as follows:

Osmose	\$85,499.69
Helm Electric	\$282,301.52

Staff reviewed the bids in detail and there was no substantial differences or exceptions to the scope of work.

**Staff Recommendation:**

It is staff's recommendation to award the contract to Osmose Utility Service, Inc in an amount not to exceed \$85,499.69.

cc: Rich Babica, Director of Public Works  
Nate Landers, Assistant Director of Public Works  
Jennifer Hilkemann, Manager of Distribution Construction & Maintenance

BIDDING DOCUMENTS FOR  
POLE INSPECTION CONTRACT

MAY 2025



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

## TABLE OF CONTENTS

NOTICE TO BIDDERS.....	1
INSTRUCTIONS TO BIDDERS .....	2
2. <u>Work on Energized Lines</u> .....	2
3. <u>Materials</u> .....	2
4. <u>Obtaining Documents</u> .....	2
5. <u>Manner of Submitting Proposals</u> .....	2
6. <u>Familiarity with Conditions</u> .....	3
7. <u>Bidder's Qualifications</u> .....	3
8. <u>Alternate Designs</u> .....	4
9. <u>The Time for Completion of Construction</u> .....	4
10. <u>Bid Bond</u> .....	4
11. <u>Contractor's Bond</u> .....	5
12. <u>Failure to Furnish Contractor's Bond</u> .....	5
13. <u>Contract is Entire Agreement</u> .....	5
14. <u>Minor Irregularities</u> .....	5
15. <u>Rejection of Bids</u> .....	5
16. <u>Definition of Terms</u> .....	5
17. <u>The Owner Represents</u> .....	6
18. <u>Freedom of Information</u> .....	6
Act.....	7
19. <u>Clean Construction and Demolition</u> .....	7
Debris.....	7
20. <u>Tax Exempt Status</u> .....	7
<u>AFFIDAVIT OF EXPERIENCE</u> .....	8
<u>CERTIFICATION FOR BID</u> .....	9
<u>CERTIFICATION OF DRUG FREE WORKPLACE</u> .....	10
<u>CERTIFICATION FOR CONTRACT</u> .....	11
<u>CERTIFICATE OF COMPLIANCE WITH SECTION 11.42.1-1 OF THE ILLINOIS MUNICIPAL CODE</u> .....	12
<u>BID BOND</u> .....	13
<u>CONTRACTOR'S PROPOSAL</u> .....	15
<u>ARTICLE I--GENERAL</u> .....	14
<u>Section 1 . Offer to Construct</u> .....	14
<u>Section 2. Owner-Furnished Materials</u> .....	14
<u>Section 3. Purchase of Materials Not Furnished by Owner</u> .....	15
<u>Section 4. Award of Contract</u> .....	15
<u>Section 5. Proposal on a Unit Basis</u> .....	16
<u>Section 6. Familiarity with Conditions</u> .....	16
<u>Section 7. License</u> .....	16
<u>Section 8. Proposal Made in Good Faith</u> .....	16
<u>Section 9. Financial Resources</u> .....	16
<u>Section 10. Taxes</u> .....	17
<u>Section 11. Changes in Quantities</u> .....	17
<u>Section 12. Description of Contract</u> .....	17
<u>LIST OF OWNER FURNISHED MATERIALS</u> .....	18
<u>ARTICLE II--CONSTRUCTION</u> .....	18
<u>Section 1 . Time and Manner of Construction</u> .....	19
<u>Section 2. Protection and Restoration of Property</u> .....	20
<u>Section 3. The Bidder</u> .....	22
<u>Section 4. Changes in Construction</u> .....	22
<u>Section 5. Construction Not in Proposal</u> .....	23
<u>Section 6. Supervision and Inspection</u> .....	23
<u>Section 7. Defective Materials and Workmanship</u> .....	25
<u>Section 8. - Traffic Control and Road Conditions</u> .....	25
<u>ARTICLE III--PAYMENTS AND RELEASE OF LIENS</u> .....	26

Section 1. Payments to Contractor.....	26
Section 2. Release of Liens and Certificate of Contractor.....	28
Section 3. Payments to Materialmen and Sub-Contractors.....	28
WAIVER AND RELEASE OF LIEN.....	29
CERTIFICATE OF CONTRACTOR.....	30
ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER.....	31
Section 1 . Protection to Persons and Property.....	31
Section 2. Insurance.....	33
Section 3. Indemnification.....	34
Section 4. Release of Liability.....	35
Section 5. Delivery of Possession and Control to Owner.....	35
Section 6. Assessment of Guarantees.....	35
Section 7. Energizing the Project.....	35
ARTICLE V--REMEDIES.....	37
Section 1. Completion on Contractor's Default.....	37
Section 2. Liquidated Damages.....	37
Section 3. Cumulative Remedies.....	37
ARTICLE VI--MISCELLANEOUS.....	38
Section 1 . Definitions.....	38
Section 2. Patent Infringement.....	40
Section 3. Permits for Explosives.....	40
Section 4. Compliance with Statutes and Regulations.....	40
Section 5. Equal Opportunity Provisions.....	40
Section 6. Franchises and Rights-of-way.....	42
Section 7. Nonassignment of Contract.....	42
Section 8. Extension to Successors and Assigns.....	43
Section 9. Contractor.....	43
Section 10. Addenda.....	43
Section 11 . Prevailing Wage.....	43
PREVAILING WAGES FOR KANE COUNTY.....	<b>Error! Bookmark not defined.</b>
DISTRIBUTION CONSTRUCTION UNITS -- NEW CONSTRUCTION.....	52
Section UD -- Underground Cable Assembly Units.....	52
Section UG -- Underground Transformer Assembly Units.....	52
Section UM -- Miscellaneous Underground Assembly Units.....	52
Section UR -- Underground Excavation Assembly Units.....	54
Section I -- Removal Assembly Units.....	55
Crews & Equipment.....	56
Hipot & Energize.....	57
Landscaping.....	57
Surveying.....	57
BID PAGES.....	58
PROPOSAL SUMMARY.....	65
PROPOSED SUB-CONTRACTORS.....	66
PROPOSAL SIGNATURE BY BIDDER.....	67
ACCEPTANCE.....	68
CONTRACTOR'S BOND.....	69
SPECIFICATIONS.....	72
DIVISION 1 - GENERAL REQUIREMENTS	

**FY 2025-26 POLE INSPECTION CONTRACT****NOTICE TO BIDDERS**

**Duplicate** sealed Proposals submitted in a sealed envelope with the words "FY 2025-26 Pole Inspection Contract" clearly marked on it, will be received by the City of Geneva, Illinois on or before ten o'clock a.m., local time, **July 21, 2025**, at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read for the construction, including the supply of necessary labor, materials and equipment of all related work thereto for the Project known as "FY 2025-26 Pole Inspection 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:

Inspection of approximately 2400 City-Owned utility wood utility poles including sound and boring as well as identifying communication attachments on the pole.

There will be no pre-Bid meeting.

This work shall be done in accordance with the Specifications as prepared by the City of Geneva Electric Utility. Copies of the plans, Specifications, and 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  
July 3, 2025

Published in the "Daily Herald": July 3, 2025

## FY 2025-26 POLE INSPECTION CONTRACT

### INSTRUCTIONS TO BIDDERS

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

The inspection of approximately 2400 city-owned wood utility poles as well as sound and boring and identifying communication attachers on the poles.

There will be no pre-Bid meeting.

The project is located in the City of Geneva, in the State of Illinois all as more fully described in the Plans, Specifications, 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 lineman and can demonstrate experience with overhead and underground 15 kV cable, terminations, etc. Lineman employed by the Contractor on this project shall be expected to be familiar with the operation and use of the tools of the trade, including but not limited to, Shotguns, Hot Stick Phasing Sets, and Grounding of Underground Cables. Contractor shall make sure each journeyman lineman has all necessary tools and equipment for use onsite. All such work shall be performed to meet at least the safety rules and regulations prescribed by the City of Geneva ("hereafter referred to as the "Owner") for its own employees including the use of rubber gloves, sleeves, hot sticks and associated protective equipment, a copy of which rules and regulations may be examined at the office of the Owner. Adherence to the latest revision any and all applicable OSHA and IDOL standards is required.

3. Materials.

Contractor shall furnish all necessary materials to complete the work.

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 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, Commercial & Industrial Land. 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.

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 of Geneva no longer has a site suited to accept the soils on an interim basis. Contractor is to handle all spoils and proper disposal.

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 Georgia  
COUNTY OF Coweta

Anthony Matt being duly sworn, that he is  
VP-Commercial Operations, of Osmose Utilities Services, Inc.  
(Sole owner, member of firm, (Individual, firm or  
corporate official) corporate name)

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

<u>Name of Owner</u>	<u>Job Description</u>	<u>\$ Amount</u>
<u>City of Batavia</u>	<u>Pole Inspection</u>	<u>\$79,000</u>
<u>City of Batavia</u>	<u>Joint Use and Inventory</u>	<u>\$40,000</u>

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

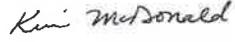
<u>Machine</u>	<u>Year Built</u>	<u>Machine</u>	<u>Year Built</u>
<u>N/A</u>			

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

<u>Name of Job</u>	<u>Engineer or Owner</u>
<u>City of Batavia</u>	<u>Rahat Rahat Bari, P.E. City Engineer</u>

Signature: 

Subscribed and sworn to before me this 16th day of July 20 25.

Kim McDonald   
Notary Public

My commission expires 06/22/2029

**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 FY2025-26 Pole Testing Contract, as a result of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

Anthony Matt   
Name

Osмосе Utilities Services, Inc.  
Company

July 16, 2025  
Date

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

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

CERTIFICATION OF DRUG FREE WORKPLACE

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

Anthony Matt  
Name 

Osrose Utilities Services, Inc.  
Company

July 16, 2025  
Date

**CERTIFICATION FOR CONTRACT**

The undersigned, as a duly-authorized representatives of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor is not barred from Bidding on the Contract, or entering into this Contract known as FY2025-26 Pole Testing Contract, as result of a violation of either Section 33E-3 or 33E-4 or Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

Anthony Matt   
Name

Osmose Utilities Services, Inc.  
Company

July 16, 2025  
Date

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

Anthony Matt   
Name

Osmose Utilities Services, Inc.  
Company

July 16, 2025  
Date

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

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that Osrose Utilities Services, 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.

Osrose Utilities Services, Inc.  
Name of Contractor

BY: [Signature]  
VP - Commercial Operations

Subscribed and sworn to before me this 16th day  
of July, 2025.

Kim McDonald  
Kim McDonald  
Notary Public  
Expires: 06/22/2029



**BID BOND**

1. KNOW ALL MEN that we, Osmoste Utilities Services, Inc. as Principal, and as Surety, are held and firmly bound unto City of Geneva, Illinois

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

2. WHEREAS, the Principal has submitted a Bid to the Owner for the construction of the project known as FY 2025-26 Pole Inspection Contract;

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 21st day of July, 2025

Osmoste Utilities Services, Inc. (seal)  
principal

By: Anthony Matti  
Anthony Matti, VP-Commercial Operations  
title

Attest: [Signature]  
secretary  
Contract Administrator

Berkley Insurance Company (seal)  
Surety

By: Carolyn E. Wheeler  
Carolyn E. Wheeler, Attorney-In-Fact  
title

Attest: [Signature]  
secretary  
Bonnie Rice, Witness to Surety

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Carolyn E. Wheeler; Loretta M. Jones; Vicki D. Nobinger; Sandra G. King; Rachel A. Chaveriat; Bonnie L. Rice; Andrea Allman; Lisa Frye; Leslie Patterson; Amanda Mills; Meri Damron; Carrie Wright; Lara Liparoto; or Michelle Lute-Heatherly of National Surety Center, a Division of Marsh USA LLC of Knoxville, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2<sup>nd</sup> day of May, 2024.

Attest:

Berkley Insurance Company

(Seal)

By

Philip S. Welt  
Philip S. Welt  
Executive Vice President & Secretary

By

Jeffrey M. Hafter  
Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 2<sup>nd</sup> day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA G. RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT

Maria G. Rundbaken  
Notary Public, State of Connecticut

MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21<sup>st</sup> day of July, 2025.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING—Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

**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 2025-26 Pole Inspection Contract

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

Section 2. Owner-Furnished Materials.

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

The value of the completed Construction Units certified by the Contractor each month pursuant to Article III, Section 1.a of this Proposal shall be reduced by an amount equal to the value of the materials installed by the Contractor during the preceding month which have been furnished by the Owner or the delivery of which has been furnished by the Owner or the delivery of which has been accepted by the Contractor on behalf of the Owner. Only ninety percent (90%) of the remainder shall be paid prior to the Completion of the Project. The value of such materials shall be computed on the basis of the unit prices stated in the Lists.

The 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 052-701117 for the State of Illinois in which the Project is located and said license expires on December 31st, 2025.

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:

Specifications

Maps

LIST OF OWNER FURNISHED MATERIALS

No owner furnished materials.

## 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 sooner than two weeks after award.** 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 December 12, 2025.** 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.
- 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 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 "la" 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, N/A  
 manufacturer, materialman or Sub-Contractor  
 has furnished to \_\_\_\_\_ the  
 name of Contractor  
 following: \_\_\_\_\_ for use  
 kind of material and services furnished  
 in the construction of a project belonging to \_\_\_\_\_,  
 name of Owner  
 known as, \_\_\_\_\_  
 project designation

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

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

for said project.

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

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

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



## ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1. Protection to Persons and Property.

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

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

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

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

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

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

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

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

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

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

Section 2. Insurance.

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

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

The liability limits shall not be less than:

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

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

The General Liability limits shall be not less than:

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

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

The liability limits shall be not less than:

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

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

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

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

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

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

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

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

### Section 3. Indemnification.

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

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

#### Section 4. Release of Liability.

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

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

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

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

#### Section 6. Assessment of Guarantees.

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

#### Section 7. Energizing the Project.

Prior to Completion of the Project the Owner, upon written notice to the Contractor, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion

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

## ARTICLE V--REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 2. Patent Infringement.

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

#### Section 3. Permits for Explosives.

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

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

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

#### Section 5. Equal Opportunity Provisions.

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

The Bidder represents that:

It has X, does not have \_\_\_100 or more employees, and it has X, has not \_\_\_furnished the Equal Employment Opportunity--Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to executive Order 11246 and Title VII of the Civil Rights Act of 1964.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 7. Nonassignment of Contract.

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



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

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

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

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

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

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

## **SPECIFICATION FOR WOOD DISTRIBUTION POLE INSPECTION**

### **DEFINITIONS:**

Through-out this specification the following definitions shall apply:

**Contract:** The term "Contract" shall be understood to mean the agreement covering the performance of the work covered by these specifications entered into, all general or special provisions pertaining to the work or materials therefore, and all matters and aspects mentioned in the form of the contract itself as constituting a part or parts thereof.

**Contractor:** The business entity or its authorized representative that successfully enters into the contract for the work included under this specification.

**Owner** The City of Geneva Electric Utility initiating the project as set forth in the contract acting through its authorized representative in accordance with specific duties delegated to such representatives.

**Project:** The entire testing proposed by the Owner to be completed in whole or in part pursuant to this contract. Work under this contract shall include various locations including alleyway, rear yard and right of way. Work under this contract shall be assigned by the Owner on a per-project basis.

**Project Manager:** Owner's authorized representative administering contract.

**Work:** All work including materials, labor, supervision, use of tools and equipment necessary to complete the Project. The Contractor shall be responsible for the safe transportation of material to Project job site.

### **SCOPE**

This specification covers the inspection, evaluation, tag placement identification, reporting and billing procedures for existing wood distribution poles.

CONTRACTOR shall furnish all supervision, labor, tools, equipment, report forms, field adaptable handheld data collection devices, transportation, and material necessary for the inspection of OWNER's poles as identified. OWNER will furnish copies of this specification and necessary maps showing locations of poles which are the subjects for inspection.

## **AMOUNT OF WORK**

The total amount of poles to be inspected is approximately 2400 for the City of Geneva. Actual amount of work awarded will be dependent upon prices received and available funds.

## **GENERAL SPECIFICATIONS**

Contractor to notify the Owner two weeks before beginning work.

Contractor to report danger poles, to the Owner immediately.

All excavations to be backfilled by the end of the working day.

An Owner must accompany the Contractor while working on poles within a substation fence.

The map provided to the Contractor by the Owner should be considered correct. The Contractor should note on the report:

- Any field numbers that do not correspond
- Additional or missing poles

CONTRACTOR is required to have a minimum of 10 years in the in-service pole inspection business. CONTRACTOR must have documented programs/policies conforming to the Occupational Safety and Health Administration ("OSHA") and the Department of Transportation ("DOT"). These policies must include a safety manual and OSHA regulations involving Personal Protective Equipment ("PPE").

The Contractor shall maintain the cleanliness of the City streets and all paved approaches to the work site in accordance with the Geneva Municipal Code, and shall remove all mud or spoils from said streets upon direction of Owner. This shall include but not be limited to pressure washing walkways and roadways to safeguard pedestrians and vehicle traffic.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by his operations in the performance of this contract, and the Contractor shall defend any suit or legal action that may be brought against himself or the Owner on account of damage inflicted by the Contractor's operations, and shall pay any judgments awarded to cover such damage.

The Contractor must have a supervisor present at all times during the duration of this Contract for supervision of all crews working. Additionally, this supervisor will be the main contact person between the Contractor and Owner.

The Contractor shall employ only competent and skilled workers and supervision for the proposed work within this Contract. The Owner shall have the authority to order the removal from the work, without notice, any Contractor's employee who refuses or neglects to obey any of its instructions relating to the carrying out of the provisions and intent of the provisions of the Contract or who is incompetent, unfaithful, abusive, threatening, or disorderly in his conduct. Any such person shall not again be employed under this Contract. This decision is final without cause.

The Contractor's personnel shall at all times present a neat and workmanlike appearance, and all complaints will be handled by the Contractor with due regard to the Owner's public relations.

The directions and orders given by the Owner shall be received by and obeyed by the Contractor, or in the Contractor's absence, the said orders shall be received by the Contractor's supervisor or person in charge of the work and shall be obeyed by same as if given to the Contractor. There shall be at all times a competent and responsible person available to represent the Contractor in his absence. The Owner shall make all necessary explanations as to the meaning and intention of the plans and specifications and shall give all necessary orders and directions. The Owner shall also make all corrections in the plans and specifications when necessary for the proper fulfillment of the intention thereof.

The Contractor shall provide and maintain, or arrange for suitable sanitary facilities for use of those employed on this contract without committing any public nuisance. All facilities shall be subject to approval of the State Health Department.

### **PERSONNEL QUALIFICATION OF CONTRACTOR**

Supervisor personnel must have at least three years or more of experience in the art of inspecting and treating poles. Other required personnel to have at least two years or more experience in the inspecting of poles. Supervisory personnel, foreman, and other required personnel must have a valid driver's license.

### **JULIE REQUIREMENTS (Illinois One call)**

The Contractor shall have complete responsibility for confirming the existence of any other utility service facilities within the path of the work, avoiding contact or damage to such facilities, and utilize all the laws and regulations pertinent to JULIE. The Contractor must inform the Illinois One Call Center – JULIE, so the location of buried utility facilities may be located. Notification to JULIE must be completed a minimum to 72 hours prior to undertaking "Non-emergency" work included under this contract.

All Contractor JULIE requests, which encompass any properties that are difficult to explain clearly, are to be called in as a Joint Meet under JULIE guidelines. All Contractor JULIE requests, which do not require a Joint Meet, shall be entered via the Internet based ticket system Web Remote Ticket Entry or by phone to the JULIE one call system at 811.

The Contractor is responsible for all documents associated with underground utility damages it creates along with any associated costs.

The Contractor shall include and calculate for any downtime pertaining to locating/exposing existing underground facilities. No compensation will be made to the Contractor for time spent for hand digging or attempting to locate existing facilities owned by the Owner under this Contract.

### **DEFINITIONS FOR INSPECTION**

**Reject Pole:** A pole that has been determined to be deteriorated below the required strength.

**Reported Pole:** A pole that the contractor only reports field data on. This may be due to a pole found to be unserviceable after visual inspection or a pole 5 years old or less. All reported wood poles should be sounded.

**Danger Pole:** A pole that has less than 1 inch average sound shell thickness, or has deteriorated to less than 50% of the original strength.

**Visual Inspection:** The inspector shall visually inspect the structure and report potential problems such as decayed pole tops, crossarms, braces, loose or missing hardware, broken insulators, loose or broken guys, broken ground wires, broken or missing guy guards, woodpecker holes, etc.

**Pole Marking:** The Contractor shall mark all inspected poles with aluminum tags indicating the contractor's name and year inspected.

**Sound and Bore:** Poles shall be sounded with a hammer from either groundline or above groundline as applicable, to as high as an inspector can reach in order to locate exterior decay or interior pockets of decay. Inspector shall bore pole at least once to detect interior decay (a shell thickness indicator shall be used to detect the existence and extent of interior decay). If decay is present, the pole shall be bored with a 3/8" bit or smaller using an incremental borer or power drill a sufficient number of times to determine the location and extent of decay discernable with this method. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

**Utility Pole Size:** Poles are 30 feet through 55 feet and Class 2, 3 or 4.

**Clean Up:** No debris, loose dirt,, etc. is to be left in pole area in the case of public or private property. Private property turf and turf between curb and sidewalk, bushes, plants, and shrubbery are to be replaced with care. If any preservative is spilled on the

ground, it shall be immediately clean up and the Owner shall be notified. All containers shall be properly disposed of according to approved environmental practices.

**Guy Guard:** The Contractor shall report all missing or broken guy guards.

**GPS:** GPS points taken within 3' of each pole with X Y coordinates including pole number and delivered to the Owner in an Excel database.

**Attachment Inventory:** Pole Inspection Collection fields for the owner

- 1- Confirm link between Owner's structure ID# and a unique vendor number from supplied data. The
- 2- Street light present (True/False)
- 3- AT&T Telephone present
- 4- Comcast present
- 5- MetroNet present
- 6- City fiber present
- 7- WOW Fiber present
- 8- Pole location (pole number)
- 9- Year pole manufactured
- 10-Pole length in feet
- 11-Pole class
- 12-Above grade pole condition (vendor shall visually look at the pole and identify if the pole is split, or if any equipment on the pole is in need of obvious maintenance) including:
  - a. Broken crossarm
  - b. Broken crossarm brace
  - c. Broken insulator
  - d. Blown arrestor
  - e. Blown fuse
  - f. Leaking transformer
  - g. Other equipment broken
  - h. Pole split or cracked
  - i. Excessive leaning or crook in the pole
  - j. Excessive woodpecker or bee holes
  - k. Trees in primary
- 13- Notes/Comments – included with the inspection data shall be an inventory of all foreign attachments, listing type and company, if designated.

### **WORKING GUIDELINES**

**Preparation:** When work is to be done in close proximity to a home, or on private property, the property owner shall be notified as to what is being accomplished. Brush will be removed from around the pole to allow the pole to be sounded and bored. Notify Owner Representative if property owner prevents access.

**Caution:** Care must be taken not to break the ground wire, or to disconnect it from the ground rod. Where these exist, they must be carefully pulled away from the pole so as not to interfere with the work and restored to original location when work is complete.

**Above Ground Inspection:** A visual inspection of all poles shall be made from the ground line to the top. Visual observation shall include kind of wood and original treatment, circumference, shell rot, woodpecker hole, evidence of ants or termites, split tops, or physical damage to appurtenances that can be spotted from the ground.

Equipment attached to the pole should be observed, and irregularities (e.g., broken ground wire, loose hardware, broken or split cross arms, and broken guy wire) should be reported as remarks. A missing guy guard shall be reported to the Owner.

If a pole is obviously not suited for continued services due to excessive shell rot or serious defects, it shall not be excavated, but shall simply be reported. If judged serviceable, it shall be excavated and further inspected.

**Sounding:** Pole shall be sounded by an approved method from 2" below ground line to a minimum of eight feet above ground, to locate exterior or interior pockets of decay. For the purpose of ground line inspections, two holes shall be dug at the base of the pole to the depth of six inches. One hole shall be dug adjacent to the largest check on the pole. The second hole shall be dug at a location 90 degrees from the first hole.

**Boring:** Inspector shall bore at least once in the ground line area to the center of the pole and check with shell thickness indicator to detect extent of interior decay. If heart rot, enclosed decay, decay pockets, or insect damage are evident, a minimum of four (4) borings will be taken to determine the size and extent of decay. Bored holes shall be plugged with tight-fitting dowels or appropriate filler material. If the pole is fir, the inspector will bore at least three (3) initial inspection holes. If pole is set in concrete or pavement, and cannot be excavated, it is to be bored a minimum of three (3) times. If enclosed decay pockets are evident in a pole, a minimum of four borings will be taken to determine the size and extent of decay. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

**Evaluation of Poles:** Poles with serious top defects will be immediately rejected, and no further work performed on the pole. Others shall be measured for minimum circumference at or below ground line, wherever the least wood is present. Make adjustments in circumference to account for external decay pockets and internal decay in accordance with loading tables in the 2021 National Electrical Safety Code (NESC). Poles below minimum circumference shall be rejected, and so marked in the field and reported. Poles with a shell thickness less than 3" shall be rejected

**Wood Poles:** A visual inspection of all wood poles shall be made from groundline to the top of the pole. The following defects visible from the ground with a naked eye will be

noted: woodpecker holes, split tops, decayed tops, broken insulators, rotten/broken crossarms, broken ground wires, and slack/broken guy wires. If the pole is obviously not suited for continued service due to readily identifiable serious defects, it shall either: (i)

**Pole Marking (Tagging)**: The work performed shall be marked with a weatherproof tag containing CONTRACTOR's name and the year of inspection in a fashion similar to the designations shown in the following drawings. The tagging scheme used by CONTRACTOR must be shown to OWNER's representative and approved before it is used.

Tags shall be supplied by CONTRACTOR and placed 5' to 6' above groundline on the roadside of the pole, below the utility pole identification marker. If inspecting a pole that has previously been inspected, the tag will be attached directly below the existing tag(s).



This tag is an example of a reject tag. It is red with an arrow and is placed on the pole pointing in the direction of the defect or decay.



This tag is an example of a priority pole tag. It is red with an "X" in a circle, superimposed over an arrow. The arrow points in the direction of the decay or defect.

**Data Collection and Deliverable:**

The contractor will deliver and electronic copy of the field report to the Owner for each map section when completed. The structures will be listed consecutively by map number.

At the completion of the project, the Contractor will deliver a computer disc with all inspection and treatment data in EXCEL and PDF file format. The Contractor's computer database will be designed in an Excel format to insure the compatibility with the Owner's property records database.

**CONTRACTOR's Policies:** Documentation of CONTRACTOR's policies for conforming to OSHA and DOT regulations can be provided upon request. Examples may include:

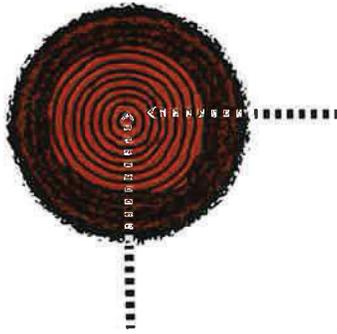
- Summary of CONTRACTOR's safety manual
- Summary of OSHA regulations regarding PPE

**Work Schedule:** CONTRACTOR shall also supply a schedule outlining the number of crews proposed to complete work along with start dates and completion dates.

**Invoicing:** CONTRACTOR will provide OWNER with a detailed invoice, outlining the number of billable items and the amount due. If OWNER disputes any item on the invoice, they must notify CONTRACTOR in writing within five (5) days of receiving the invoice. OWNER shall pay the undisputed portion of the invoice by the due date according to the City of Geneva's accounts payable processing schedule.

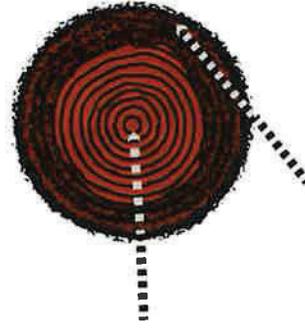
DRAWING I

Standard Boring Inspection

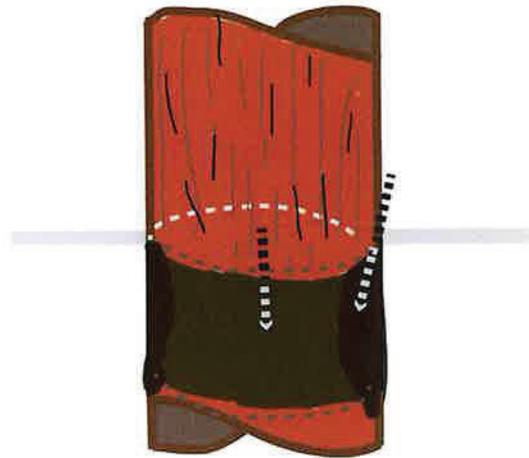
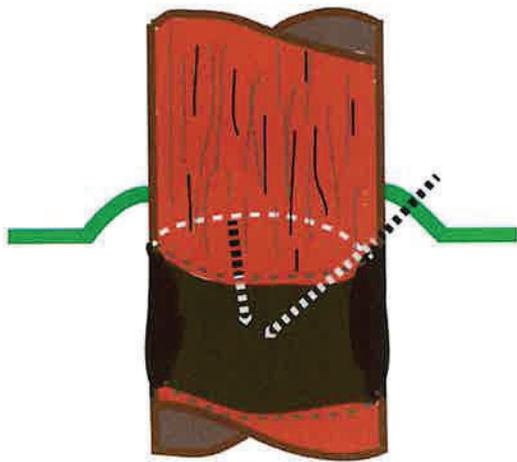


2 Borings to the center of the pole

Standard & Shell Boring Inspection



1 Boring to the center of the pole  
1 Boring through the shell below GL



## Price for Crews &amp; Equipment

Labor Unit	Price Per Hour (\$)
Foreman	N/A
Inspector	
Foreman's Truck	
Inspector's Truck	
Crew Price for 8 hour Work Day Total:	

## PROPOSAL SUMMARY

Section	POLES	Price/Pole	Total Price
Sound & Bore	2,138	\$39.99	\$85,499.69
Attachment Informaion	2,138	\$15.50	\$33,139.00
Crews & Equipment	N/A	N/A	
PROJECT TOTAL=			\$118,638.69

**PROPOSED SUBCONTRACTORS**

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

Sub-Contractor

Work

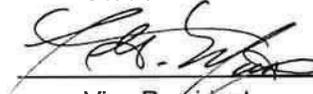
N/A

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

**PROPOSAL SIGNATURE BY BIDDER**

Osmose Utilities Services, Inc.

Bidder



Vice President

Anthony Matt

191 Peachtree St. NE, 5th Fl, Atlanta, GA 30303

Address

ATTEST:  
Signed by:

Sara Brochstein

91F42B0C8C41E4...

Secretary

Date July 16, 2025

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

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

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



**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.



## FY2025-26 Pole Testing Contract

PREPARED FOR: CITY OF GENEVA



DATE  
July 16, 2025

Osmose Contact  
Kevin Kinley  
[kkinley@osmose.com](mailto:kkinley@osmose.com)  
Mobile: (515) 205-3305



Resilient Grids. Strong Networks. Safe Energy.

# Contents

Pricing Notes.....4

Key Personnel Resumes.....5

Joint-Use Management Services.....8

Osmose 360® .....10

Recommended Attorney Revisions .....11

Acceptance of Proposal.....13

Osmose Utilities Services, Inc. Secretary’s Certificate.....21

**Proprietary Information:** The information contained in this document is the property of Osmose Utilities Services, Inc., and is furnished to the recipient as confidential matter. The holder of this document shall not share, disclose, divulge, or otherwise communicate the document’s contents, in whole or in part, to any third party except as expressly authorized by Osmose Utilities Services, Inc.

**Copyright:** © 2025 Osmose Utilities Services, Inc. All rights reserved. No part of this document may be reproduced, transmitted, transcribed, or translated into any language without the prior written permission of Osmose Utilities Services, Inc.



Resilient Grids. Strong Networks. Safe Energy.

Ms. Stephanie Dawkins  
City Administrator  
City of Geneva  
22 South First Street  
Geneva, IL 60134

**RE: FY2025-26 POLE TESTING CONTRACT  
JULY 21, 2025**

Dear Ms. Dawkins:

At the request of our Director-Business Development, Mr. Kevin Kinley, and in response to the above mentioned Invitation to Bid, dated July 3, 2025, Osmose Utilities Services, Inc. appreciates the opportunity to submit the following unit prices to City of Geneva pertaining to the inspection of 2,138 City-Owned wood utility poles including sound and boring as well as identifying communication attachments on the pole.

Our bid accompanies this letter and is comprised of all required documentation as instructed in the Invitation to Bid.

We look forward to expanding our relationship and serving your organization on this important project. If you need further assistance or have any questions concerning this proposal, please do not hesitate to contact Kevin Kinley at (515) 205-3305.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Matt".

Anthony Matt  
VP-Commercial Operations

Attachment  
AM/ad

C: File  
1049296, 1049297



Resilient Grids. Strong Networks. Safe Energy.

## Pricing Notes

### Invoicing

Osmose will provide Customer with a detailed invoice bi-weekly, outlining the number of billable items and the amount due. The invoice will additionally include any applicable state-required taxes for completed work, unless Customer can provide a valid exemption certificate. Payment is to be made according to the agreed-upon payment terms. If Customer disputes any item on the invoice, they must notify Osmose in writing within five (5) days of receiving the invoice. Customer shall pay the undisputed portion of the invoice by the due date specified.

### Market Based Adjustment

If during the term of this proposal unforeseen economic conditions (including but not limited to, fuel and raw material price increases, energy, government or regulatory charges, pandemic, etc.) change Osmose's cost of providing products and/or services to Customer, Osmose may increase its rates and charges or impose applicable surcharges to cover such increased costs, provided Osmose presents satisfactory documentation of such increases.

### Basis for Pricing

Pricing is based on the defined scope of work, structure density, and conditions affecting inspection tasks, considering factors such as age, inclusion of foreign owned structures, treatment/coating routines, and other relevant assumptions. Any changes to these assumptions and information shared by Customer in the pricing estimation process will be reviewed and changes managed through a formal change order process.

## Key Personnel Resumes

### Resume

Current responsibilities include developing and expanding management and production capacity to execute and deliver services and information products for assigned customers on numerous projects for utilities throughout, but not limited to, IL, WI, MN, ND, SD, IA, NE, KS, MO, CO, TX and NM including Municipals, Cooperatives, and Investor-Owned Utilities.

#### Richard Greter

Director Operations

Location: Streamwood, IL

Year Started: 1994

Email: [rgreter@osmose.com](mailto:rgreter@osmose.com)

Education	Training	Certifications
<ul style="list-style-type: none"> <li>1991, Ohio State University, Columbus, Ohio</li> <li>1988, Hocking College, Nelsonville, Ohio</li> <li>1986, Shelby Senior High School, Shelby, Ohio</li> </ul>	<ul style="list-style-type: none"> <li>Global Positioning Systems ("GPS")</li> <li>Osmose's FastGate® Mobile data collection software</li> <li>Osmose certifies in "Overhead Facilities Recognition"</li> </ul>	<ul style="list-style-type: none"> <li>Osmose's "Foreman Training Program"; "Pesticide Training Program"; "Safety Training Program"; "Safe Driver Qualification Program"; ATV Qualification Program"; "Overhead Facilities Recognition"</li> </ul>

### Utility Industry Experience

Field experiences performing/supervising/managing the following services for Osmose:

- Pole Inspection and Treatment
- Pole Restoration
- Padmounted Transformer Inspection and Maintenance
- Steel Tower Inspection and Repair
- Attachment Audits
- Street Light Audits
- Line Patrols
- Safety Inspections
- Asset Inventories
- Network/System Inventories (including Phasing and Connectivity)
- Clearance Analysis
- Storm Response and Recovery
- Vegetation Management
- Stray Voltage Detection

### Pesticide License Information

Classification	License Number	State	Expires
Wood Products	052-701117	IL	12/31/2025



Resilient Grids. Strong Networks. Safe Energy.

## Resume

Current responsibilities include developing and expanding management and production capacity to execute and deliver services and information products for assigned customers on numerous projects for utilities throughout, but not limited to, Illinois, Iowa, Indiana, Wisconsin and Investor-Owned Utilities.

### Robert Jimenez

Manager Operations  
 Location: City Schoolcraft, MI  
 Year Started: 2010  
 Email: [rjimenez@osmose.com](mailto:rjimenez@osmose.com)

Education	Training	Certifications
<ul style="list-style-type: none"> <li>• 2002, Army, Fort Knox, KY</li> <li>• 2001, Portage HS, Portage, MI</li> </ul>	<ul style="list-style-type: none"> <li>• Global Positioning Systems ("GPS")</li> <li>• Osmose's DCT® Mobile data collection software</li> <li>• Osmose certified in "Overhead Facilities Recognition"</li> </ul>	<ul style="list-style-type: none"> <li>• Osmose's "Foreman Training Program"; "Pesticide Training Program"; "Safety Training Program"; "Safe Driver Qualification Program"; ATV Qualification Program"; "Overhead Facilities Recognition"</li> <li>• 30 Hour OSHA General Industry Certification</li> <li>• 30 Hour OSHA Construction Certification</li> </ul>

## Utility Industry Experience

Field experience performing/supervising/managing the following services for Osmose:

- Pole Inspection and Treatment
- Pole Restoration
- Padmounted Transformer Inspection and Maintenance
- Steel Tower Inspection and Repair
- Attachment Audits
- Street Light Audits
- Line Patrols
- Safety Inspections
- Asset Inventories
- Network/System Inventories (including Phasing and Connectivity)
- Clearance Analyses
- Pole Loading Analyses and Make-Ready Design
- Stray Voltage Detection
- Storm Response and Recovery



Resilient Grids. Strong Networks. Safe Energy.

## Resume

Current responsibilities include: direct supervision of field crews (including overseeing their safety, quality, production, expense control, and crew management performance) on numerous projects for utilities throughout, but not limited to, Illinois, Missouri, Indian, and Wisconsin including Municipals, Cooperatives, and Investor-Owned Utilities.

### Dustin Burton

Supervisor Operations

Location: Rockford, IL

Year Started: 2012

Email: [dburton@osmose.com](mailto:dburton@osmose.com)

#### Education

- 1995 Hononegah High School, Roscoe, IL

#### Training

- Global Positioning Systems ("GPS")
- Osmose's FastGate® Mobile data collection software
- Osmose's LoadCalc™ software
- Osmose's StrengthCalc™ software
- Osmose's Digital Measurement Technology™
- Software (Microsoft Office Suite [Word, PowerPoint, Access, Excel, Project, Visio]; Adobe Acrobat Standard; etc.)

#### Certifications

- Osmose's "Foreman Training Program"
- Osmose's "Pesticide Training Program"
- Osmose's "Safety Training Program"
- Osmose's "Safe Driver Qualification Program"
- Certified through Osmose's "ATV Qualification Program"
- Osmose Certified in "Overhead Facilities Recognition"
- Osmose Certified in "Osmose Train the Trainer"

## Utility Industry Experience

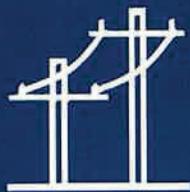
Field experience performing/supervising/managing the following services for Osmose:

- Pole Inspection and Treatment
- Pole Restoration
- Attachment Audits
- Street Light Audits
- Line Patrols
- Safety Inspections
- Asset Inventories
- Stray Voltage Detection
- Storm Response and Recovery

## Pesticide License Information

Classification	License Number	State	Expires
Structural Pest Control	052-091232	IL	12/31/2025

# Osmose®



## Joint Use Management Services

Osmose works with utilities throughout the United States performing the following joint use management services while collecting information on millions of poles each year.

**Rental Agreements Review** – most contracts are expired or out of date

**Attachment Surveys** – a majority of audits find 5-7% new attachments within a five year interval which could be lost revenue for your utility

**Cost Recovery** – you can share the cost of an audit with licensees

**Back Billing** – attachments without applications are considered unauthorized and have a fine associated with them

**Clearance Analysis** – improper attachments put you and the public at risk

**Data Integration** – data drives decisions, making accurate GIS data critical

**Double Wood Remediation** – double wood (stub) poles are a growing issue

**Pole Replacement Design and Work Orders** – associated with new attachment requests or poles in need of replacement due to condition

**Make-Ready Management** – pole attachment applications are on the rise with more aggressive deadlines

**Pole Loading** – assess pole capacity and risk with attachment requests



### Joint Use Program Performance Roadmap

Each phase represents a standalone engagement, delivering measurable financial and operational improvement to your program while improving data accuracy, billing, and system safety. Data collected at each phase feeds the next, reducing field trips and lowering overall costs.

1	Joint Use Audit	<ul style="list-style-type: none"> <li>• Review existing agreements; issue third party notifications</li> <li>• Specific field collection while leveraging visit to the pole</li> </ul>	<ul style="list-style-type: none"> <li>• Display audit results online to support revenue recovery, violation remediation, and double wood next steps</li> <li>• Include overhead reliability with audit</li> </ul>
2	Double Wood & Violation Remediation	<ul style="list-style-type: none"> <li>• Establish multi-year plan to address existing NJUNS/SPANS tickets</li> <li>• Incorporate input from test and treat programs to reduce field visits</li> <li>• Manage transfers, pull, and disposal of double wood</li> </ul>	<ul style="list-style-type: none"> <li>• Resolve other types of NJUNS/SPANS tickets (i.e. violations)</li> <li>• Pole replacement and design</li> <li>• Coordinate construction and perform as-built audit</li> </ul>
3	Managing Third Party Make-Ready Applications	<ul style="list-style-type: none"> <li>• Establish online application request ticketing system</li> <li>• Incorporate pole loading review into application process</li> <li>• Support entire application review process as turnkey service</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate pole replacements</li> <li>• Manage to volume, adhering to FCC requirements</li> </ul>

## Capabilities and Benefits

Osmose has developed a unique approach to joint use management over the last 30 years. The typical approach of collecting attachment information and simply updating billing is outdated and ineffective. Osmose starts with a review of the customer's joint use agreements, requirements, and goals to build the right program.

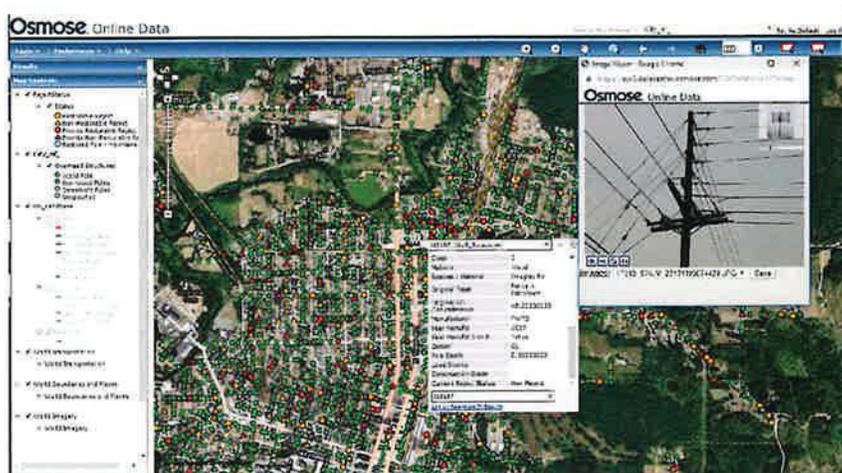
Capabilities	Standard	Intermediate	Detailed	Benefit to Your Program
Pole attributes	✓	✓	✓	Verify and update asset registry
Attachments (type, count, owner)	✓	✓	✓	Verify and support billing and transfers
Pole top images	✓	✓	✓	Supports billing, evidence of violations, condition issues, and insight for design and construction
Identification of violations, safety hazards, double wood	✓	✓	✓	Promotes compliance and safety
Attachment heights (power and communication)		✓	✓	Pole modeling, clearance evaluation, make-ready design
Annotated pole images (attachments, heights)		✓	✓	Visual depiction of attachments with heights as captioned information
Span lengths and angles			✓	Pole modeling, load assessment, and hardening
Pole load assessment			✓	Flag potentially overloaded poles

## Osmose Joint Use Viewer

The most important step in building an audit strategy is collaborating with your major stakeholders including the attaching companies. Successful recovery of audit and rental fees require the survey data to be accurate and defensible. In support of this, Osmose includes its Online Joint Use Viewer.

The solution provides secure access to audit results and supports a unique cost-recovery process tying attachment invoices to specific map views showing each attaching company only where they are located, facilitating an interactive process with full transparency.

- Share results with all stakeholders (filtered by attacher name & login)
- Visually highlight violations, double wood, and reject poles
- Generate reports and ad-hoc queries
- Cost-effective quality assurance and quality control of field audit results
- Direct construction crews to remediation work sites
- Export data to common file formats

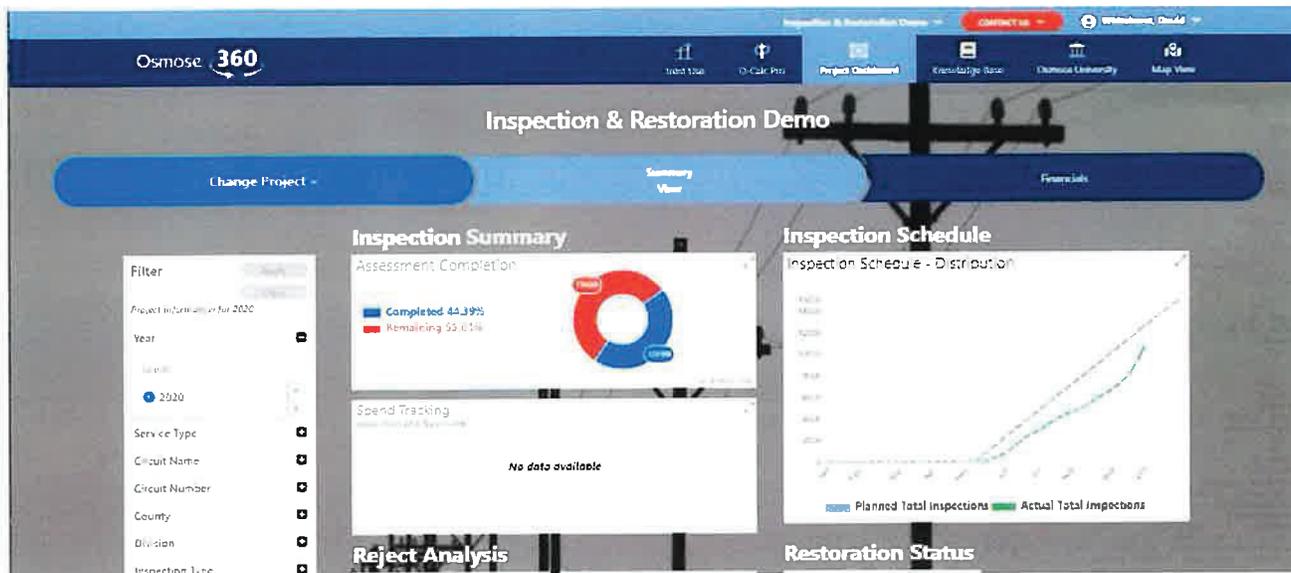


To contact your local Osmose professional, call [770.631.6995](tel:770.631.6995) or email [poleinfo@osmose.com](mailto:poleinfo@osmose.com).



Resilient Grids. Strong Networks. Safe Energy.

# Osmose 360®



Osmose is excited to provide an interactive customer portal, Osmose 360®. Designed to provide pole owners a common platform, the portal ensures all stakeholders stay connected on project phases with easy-to-read status dashboards, reports, and analytics.



## Project Dashboard

Utility structure owners and program stakeholders will have an at-a-glance view of key performance indicators, including project performance, completion, and financials, on a customizable dashboard.



## Map View

Built on ESRI ArcGIS, the Map View shows structure details and history using geospatial maps with layering options.



## Knowledge Base

Knowledge Base gives users the ability to search for industry standards and knowledge, educational information, and best practices.



## Joint Use

The Joint Use dashboard provides poles owners, attachers, and stakeholders a common platform to be fully connected to the pole attachment process.



Resilient Grids. Strong Networks. Safe Energy.

# Recommended Attorney Revisions to City of Geneva's Bidding Documents For Pole Inspection Contract

Below are recommended revisions to your Bidding Documents For Pole Inspection Contract from our Attorney. In order to be fair and equitable to both parties and to ensure that contractual language is applicable to the specifics of the scope of work, Osmose reviews all contracts with our legal department; most likely your company performs similar reviews.

If you have any questions or concerns, or if you would like to resolve any issues regarding our revisions, please do not hesitate to contact our Corporate Counsel, Ms. Sarah Ashley Trowbridge, at (470) 615-3117.

This is not intended to delay the bid process and we are confident all issues can be resolved prior to the start of the project. It is our intent to be a reliable vendor for years to come.

## ARTICLE II--CONSTRUCTION

### 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 reasonably 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.

The Contractor shall be responsible for any damage or destruction of property of any character ~~resulting from caused by~~ the ~~method of negligent~~ 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.



Resilient Grids. Strong Networks. Safe Energy.

Whenever public or private property is damaged or destroyed and such damage or destruction is caused by Contractor's negligent Work, 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 reasonably acceptable manner. If he fails to do so promptly, 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 reasonably 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.~~

#### Section 6. Supervision and Inspection.

- 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 confirming the amount due Contractor for construction performance of the Project Work, for a within three years of performance of the Work. 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.



Resilient Grids. Strong Networks. Safe Energy.

- 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 upon 30 days' notice for 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.

### 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.** Upon mutual agreement, 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,

~~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.~~



Resilient Grids. Strong Networks. Safe Energy.

## 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 provided to Contractor in advance of its execution of the contract, or if subsequently provided, agreed to in writing by Contractor. 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~~ be responsible for any property damages caused by its negligent Work, including to 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 sustain such 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 promptly 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~~ loss to the Work of Contractor 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 Work 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. Provided, however, this provision is not intended to cover storm events that exceed the design capacity of the structure. 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~~ caused by any ~~negligence~~ negligent act or omission on



Resilient Grids. Strong Networks. Safe Energy.

~~the part of by~~ the Contractor or any of the Contractor's agents or employees during ~~the~~ control performance of the Work 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 promptly 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 serious accidents directly related to Contractor's Work hereunder, giving such data as may be reasonably 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.

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~~ 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 performance of the Project Work and not caused by negligent ~~ice 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~~ Contractor's negligent operations. 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 its~~ activities



Resilient Grids. Strong Networks. Safe Energy.

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 Automobile~~ Liability limits shall be not less than:

<del>Bodily Injury</del>	\$2 Million ( <del>each person</del> <u>combined single limit for bodily injury and property damage</u> )
	<del>\$2 Million (each occurrence)</del>
<del>Property Damage</del>	<del>\$2 Million</del>

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~~caused by 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).

~~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~~



Resilient Grids. Strong Networks. Safe Energy.

~~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.d. Additional Named Insured. The Owner and its employees, agents, and representatives shall be named additional insured on the Commercial General Liability on all insurance certificates. Status as an additional insured shall only apply to the negligent acts or failure to act by Contractor.

f.e. 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 request public liability insurance and property damage liability insurance greater than those required in subsections b and c of this Section. In any such event if agreed to by Contractor, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price. Any changes to the insurance requirements under the Contract shall be mutually agreed between Owner and Contractor.

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 third party claims, damages, losses, and reasonable expenses direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) related thereto arising out of or resulting from caused by the negligent 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 the event of joint and concurrent negligence between Contractor and Owner, each party shall be responsible for the percentage of negligence attributed to it by agreement between the parties or in a court of competent jurisdiction.



Resilient Grids. Strong Networks. Safe Energy.

#### 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 ~~payment for anything done or furnished for or relating to the wWork, or for any act or neglect of the Owner or of any person relating to or affecting the work.~~

### 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 material 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 over the ~~construction of the ProjectWork~~ 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 reasonable 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.

~~Intentionally Omitted. 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 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 performance of the ProjectWork by Contractor.



Resilient Grids. Strong Networks. Safe Energy.

### GENERAL SPECIFICATIONS

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by his negligent operations in the performance of this contract, ~~and the Contractor shall defend any suit or legal action that may be brought against himself or the Owner on account of damage inflicted by the Contractor's operations, and shall pay any judgments awarded to cover such damage.~~

**Visual Inspection:** The inspector shall visually inspect the structure and report ~~potential problems conditions~~ such as decayed pole tops, crossarms, braces, loose or missing hardware, broken insulators, loose or broken guys, broken ground wires, broken or missing guy guards, and woodpecker holes, ~~etc.~~



Resilient Grids. Strong Networks. Safe Energy.

## Acceptance of Proposal

To accept the attached proposal as written and authorize the work to be performed, please fill out, sign, and return this page via email to [osmosecontracts@osmose.com](mailto:osmosecontracts@osmose.com). This price proposal is valid for 90 calendar days from the date of the proposal.

### Signatures

We hereby accept the attached proposal as written and authorize Osmose Utilities Services, Inc. to perform the work. Osmose will perform the work in accordance with the terms and conditions under your Contract once negotiated and executed.

AUTHORIZED SIGNATURE	
PRINTED NAME	
DATE	
COMPANY NAME	CITY OF GENEVA

### Osmose Contact

If you have any questions or would like to discuss this proposal in more detail, please contact:

NAME	KEVIN KINLEY
TITLE	DIRECTOR BUSINESS DEVELOPMENT
PHONE	(515) 205-3305
JOB #	1049296, 1049297
PROJECT DESCRIPTION	FY2025-26 POLE TESTING CONTRACT



Resilient Grids. Strong Networks. Safe Energy.

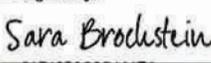
OSMOSE UTILITIES SERVICES, INC. - SECRETARY'S CERTIFICATE

I, Sara Brochstein, do hereby certify that I am the duly appointed and acting Secretary of Osmose Utilities Services, Inc., a Corporation organized and existing under the laws of the State of Delaware and having a place of business in Atlanta, Georgia (the "Corporation"), and that listed below is a true, accurate, and complete list of the officers of the Corporation as of June 24, 2025. This list of officers has not been amended or modified in any way and remain true, accurate, and complete on the date hereof:

Michael T. Adams	Chief Executive Officer and President
Harsha Tank	Chief Financial Officer and Treasurer
Martina Schoultz	Chief Information Officer
Megan Hilley	Chief Human Resources Officer
Bill Grunert	Sr. Vice President – Operational Excellence
Jose Villalba	Sr. Vice President – Operations
Anthony Matt	Vice President – Commercial Operations
Sara Brochstein	Secretary and General Counsel
Saijun Zhou	Sr. Lead Engineer - Engineering

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of June 2025.



Signed by:  
  
 91F42B0C8C414E4...  
 Sara Brochstein  
 Secretary and General Counsel

P.O. Box 122000  
Lithia Springs, GA 30122