AGENDA
CITY OF ROCHELLE
CITY COUNCIL REGULAR MEETING
Monday, October 27, 2025 at 6:30 PM
City of Rochelle Council Chambers—420 North 6th Street, Rochelle, IL 61068

I. CALL TO ORDER:
1. Pledge to the Flag
2. Prayer

II. ROLL CALL:

III. PROCLAMATIONS, COMMENDATIONS, ETC:
1. National Family Literacy Day - November 1, 2025

IV. REPORTS AND COMMUNICATIONS:
1. Mayor's Report
2. Council Members
3. Fire & Police Commissioners Resignation - Gregg Olson
4. New Employee Introductions - Raymond Hartwig, Adam Merrill, CJ Miskell - Electric Department

V. PUBLIC COMMENTARY:

VI. DISCUSSION ITEMS:
1. Alternate Revenue Bonds - Airport & Tech Center Projects
2. 2025 Q1-Q2 Performance Measures
3. Fast Forward Line Inspection Report

VII. BUSINESS ITEMS:
1. CONSENT AGENDA ITEMS BY OMNIBUS VOTE with Recommendations:
   a) Approve City Council Meeting Minutes - 10/14/2025
   b) Approve Payroll - 9/29/2025 - 10/12/2025
   c) Approve Payment Registers - 10/14/2025, 10/20/2025
   d) Accept and Place on File - September Financials
   e) Approve Special Event Request - Light Up Lincoln Parade
2. An Ordinance Accepting the Proposal from Tri-City Electric Co. for the Construction of Centerpoint Substation
3. A Resolution Authorizing a Collocation and VLan Transport Service Agreement with Digital Network Access Communications, Inc.
4. An Ordinance Accepting the Proposal from Martin & Company for Phase One of the 14th Street Storm Water Improvements

VIII. EXECUTIVE SESSION:

IX. ADJOURNMENT:

Anyone interested in participating in Public Commentary remotely should contact Rose Huéramo at *rhueramo@rochelleil.us* or 815-562-6161 to make arrangements.

The Council meeting will be broadcast live on Facebook and YouTube.

File Attachments for Item:

1. National Family Literacy Day - November 1, 2025

City
Illinois
Office of the Mayor
Proclamation

National Family Literacy Day
November 1, 2025

WHEREAS, National Family Literacy Day, established by the 103rd Congress in 1994, and now marking its anniversary on November 1, 2025, highlights the importance of reading and learning for the entire family and emphasizes the impact that parents have on their child's learning; and

WHEREAS, this day is celebrated across America each year, and focuses on special activities and events that showcase the importance of family literacy programs that empower families and build a nation of readers; and

WHEREAS, literacy programs across the United States will observe National Family Literacy Day by holding read-a-thons, book drives, workshops, and family activities at schools, libraries, and community centers to encourage literacy; and

WHEREAS, as many as one in six adults struggle with reading and writing, and by learning to read, individuals can gain self-respect and confidence and strive toward goals that otherwise would not be achievable; and

WHEREAS, the National Society of the Daughters of the American Revolution is a nonprofit, nonpolitical volunteer women's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children and adults; and

WHEREAS, education being one of the cornerstones of the National Society of the Daughters of the American Revolution, is committed to increasing literacy by promoting and supporting literacy programs.

NOW, THEREFORE, I, John Bearrows, Mayor of the City of Rochelle do hereby proclaim **November 1, 2025, as National Family Literacy Day**.

Further, to underscore the importance of literacy, celebrate the joy of reading, encourage residents to promote literacy by reading together as a family, and to extend deep appreciation to our local librarians, educators, and literacy service providers for their tireless efforts to strengthen the literacy of our children and our community.

In Witness thereof, I hereunto set my hand and caused the Seal of the City of Rochelle to be this 27th day of October 2025.

_____
John Bearrows, Mayor

_____
RoseMary Huéramo, City Clerk

File Attachments for Item:

1. CONSENT AGENDA ITEMS BY OMNIBUS VOTE with Recommendations:

a) Approve City Council Meeting Minutes - 10/14/2025

b) Approve Payroll - 9/29/2025 - 10/12/2025

c) Approve Payment Registers - 10/14/2025, 10/20/2025

d) Accept and Place on File - September Financials

e) Approve Special Event Request - Light Up Lincoln Parade

MINUTES
CITY COUNCIL REGULAR MEETING
Tuesday, October 14, 2025 at 6:30 PM
City of Rochelle Council Chambers—420 North 6th Street, Rochelle, IL 61068

I. CALL TO ORDER: Pledge to the Flag and prayer were led by Mayor Bearrows.

II. ROLL CALL: Present were Councilors T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor John Bearrows. A quorum of seven were present. Also, present City Manager Jeff Fiegenschuh and City Clerk Rose Huéramo.

III. PROCLAMATIONS, COMMENDATIONS, ETC: None.

IV. REPORTS AND COMMUNICATIONS:

1. Mayor's Report: C.A.N. event will be held on Saturday, October 18, from 11:00 AM to 2:00 PM in the south parking lot of the museum.

2. Council Members: Councilwoman Arteaga congratulated the fifth-grade Rochelle Junior Tackle on winning the Big 14 Conference and completing an undefeated season.

V. PUBLIC COMMENTARY: None.

VI. DISCUSSION ITEMS: 2025 Tax Levy: The State of Illinois requires the City annually adopt and file a Property Tax Levy Ordinance on or before the last Tuesday in December. Last year, the City's Equalized Assessed Valuation (EAV) was $324,521,968 and its property tax rate was .928120 per $100 of EAV. The City collected $3,011,953 in property taxes. For 2025, Ogle County has estimated the City's EAV at $354,394,722 which is an increase of nearly $30 million. The proposed levy calculation options would result in the City collecting $3,044,949 in property taxes, an increase of 1% (excluding the bond), $3,074,449 in property taxes, an increase of 2% (excluding the bond), or $3,104,199 in property taxes, an increase of 3% (excluding the bond). Based on the estimated EAV, the tax rate would decrease .068923 per $100 EAV for the 1% option, decrease .060599 per $100 EAV for the 2% option, or decrease .052204 per $100 EAV for the 3% option. The proposed 2025 levy includes funding the Police and Fire Pension Funds as recommended by the pension boards' actuarial studies. The Ordinance Levying Taxes for the City of Rochelle for 2025 will be included as a business item on the October 27, 2025, City Council Meeting.

VII. BUSINESS ITEMS:

1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
a) Approve City Council Meeting Minutes - 9/22/25
b) Accept & Place on File Planning & Zoning Commission Meeting Minutes - 8/4/2025
c) Approve Payroll - 9/1/25-9/14-25, 9/15/25-9/28/25
d) Approve Payment Registers - 9/22/25, 9/29/25, 10/6/25
e) Approve Exceptions - 9/25/25, 10/1/25, 10/2/25
Motion made by Councilor Hayes, Seconded by Councilor Arteaga, **"I move consent agenda items (a) through (e) be approved by Omnibus vote as recommended."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

2. **An Ordinance Approving a Special Use Permit for a Childcare Center located at 211 East IL Route 38.** The petitioner is seeking a special use permit for a childcare center. The subject property is zoned B2, Commercial Highway and is located at 211 East IL Route 38. Sec. 110-160, District Use Classification List, Daycare Centers require a special use in a B2 zoning district. On Monday, October 6, 2025, the Planning and Zoning Commission voted 5-0, to approve the proposed Special Use for the property located at 211 East IL Route 38. Community Development Director Michelle Pease was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor

D. McDermott, **"I move Ordinance 2025-59, an Ordinance Approving a Special Use Permit for a Childcare Center at 211 East IL Route 38, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

3. **An Ordinance Approving a TIF Redevelopment Agreement with Down Range Properties, LLC.** As downtown development continues, the City seeks to facilitate a Tax Increment Financing (TIF) Redevelopment Agreement with Down Range Properties, LLC located at 422 Cherry Avenue. The proposed redevelopment agreement allows the developer to be eligible for up to 50% of the estimated $398,152.00 for tuckpointing, doors, renovation of office and residential spaces, and a roof. A maximum of $199,076.00 is proposed within this agreement. Upon proof of completion of the work, the City will provide payment of 50% of the costs over five years: $39,815.20 by December 2026, $39,815.20 by December 2027, $39,815.20 by December 2028, $39,815.20 by December 2029, and $39,815.20 by December 2030. Community Development Director Michelle Pease was available for questions. Motion made by Councilor Shaw-Dickey, Seconded by Councilor Valdivieso, **"I move Ordinance 2025-60, an Ordinance Approving a TIF Redevelopment Agreement with Down Range Properties, LLC, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

4. **An Ordinance Amending Sections 102 and 103 of Chapter 94 - Traffic and Vehicles.** City staff have received safety concerns and reports of near misses at the intersections of 7th Avenue & 2nd Street, 8th Avenue & Woolf Court, S. Main Street & Veterans Parkway/Standard Oil Road, 4th Avenue & 6th Street, and 8th Street & 5th Avenue. After investigation and traffic studies, these intersections have been identified as meeting certain criteria permitting an ALL-WAY STOP controlled intersection. Each of these intersections have unique characteristics. The intersections of 7th Avenue & 2nd Street, 4th Avenue & 6th Street, S. Main Street. & Veterans Parkway/Standard Oil Road are all located on designated truck routes. Trucks take longer to clear an intersection and require large turning movements that can encroach upon the driving lane of oncoming traffic. The intersections of Woolf Court & 8th Avenue, and 6th Street & 5th Avenue both have significant increases in traffic and pedestrian movement at times of the day due to nearby schools, churches, and employers. As the traffic volumes increase during these times the intersection efficiencies decrease and create motorist confusion and vision issues. Based upon the Manual on Uniform Traffic Control Devices (MUTCD) guidance and warrants, as well as industry best practices and engineering judgement, Rochelle's City Engineer, and Public Works Director agree that it is in the best interest of the City of Rochelle and the motoring public to designate these intersections as ALL-WAY STOP intersections. A controlled stop at each intersection will help better manage the flow of traffic, as well as improve motorist and pedestrian safety. Director of Public Works Tim Isley was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Ordinance 2025-61, an Ordinance Amending Sections 102 and 103 of Chapter 94 - Traffic and Vehicles, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

5. **An Ordinance Amending Section 4 of Chapter 6 Relating to the Hours of Sale for Alcoholic Beverages.** It has been brought to the City's attention that the current hours for alcohol sales listed in the City Code do not reflect the long-standing practice observed by local businesses. According to City ordinances adopted in 1966, 1989, and 2012, the official hours of sale are as follows: Sec. 6-4. - Hours of sale. (a) No person licensed to sell alcoholic liquor under this chapter shall permit his establishment to be open for the serving, sale or giving away of such liquors except during the following periods of time on the following days: (1) On the days of Monday through Thursday from 6:00 a.m. to 1:00 a.m. of the following day. (2) On the days of Friday and Saturday from 6:00 a.m. to 2:00 a.m. of the following day. (3) On Sundays from 6:00 a.m. to 11:00 p.m. (4) Class E temporary licenses shall be valid from 12:00 noon for the day they are issued until 10:00 p.m. that day unless

otherwise authorized by the local liquor commissioner or city council. These ordinances list Thursday as 6:00 a.m. – 1:00 a.m., even though it has historically been observed as 6:00 a.m. – 2:00 a.m. This discrepancy also affects the operating hours for gaming machines. To ensure consistency and minimize disruptions to local businesses, staff recommends updating the ordinance so that the official hours align with the historically observed schedule. City Clerk Rose Huéramo was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Ordinance 2025-62, an Ordinance Amending Section 4 of Chapter 6 Relating to the Hours of Sale for Alcoholic Beverages, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

6. **An Ordinance Amending Section 47 of Chapter 6 Relating to Eligibility for a Liquor License.** Staff is requesting an amendment to Ch. 6, Article II, Sec. 6-47 – Ineligibility for License, specifically the section regarding nonresidents of the city. Currently, the code requires that a person, or in the case of a partnership, a partner, must reside within the city to qualify for a liquor license. The proposed amendment would allow owners to reside within 75 miles of the city, provided that all partners or owners continue to meet all other eligibility requirements under state and local law. This change is intended to make it easier for local business owners to comply with regulations while maintaining the integrity and safety standards of the city's liquor licensing process. City Clerk Rose Huéramo was available for questions. Motion made by Councilor Valdivieso, Seconded by Councilor Arteaga, **"I move Ordinance 2025-63, an Ordinance Amending Section 47 of Chapter 6 Relating to Eligibility for a Liquor License, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0. Motion made by Councilor T. McDermott, Seconded by Councilor Valdivieso, **"I move Council Remove the Mileage Qualification from the original Ordinance."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

7. **A Resolution Approving Intergovernmental Personnel Benefits Cooperative Premium Rates for January 1, 2026 -December 31, 2026.** Background in September 2017, the City Council approved a resolution authorizing the City of Rochelle to join the Intergovernmental Personnel Benefits Cooperative (IPBC), effective January 2018, as part of the Quad Cities Health Insurance Pool (QCHIP). Health insurance premiums for full-time employees are cost-shared between employees and the City, with contribution percentages determined by respective collective bargaining agreements or the Employee Handbook. Since joining IPBC in 2018, the City has experienced an average annual premium increase of 3.09% through the current 2025 plan year. Current Considerations For the upcoming plan year, IPBC presented the City with a projected 13.9% increase to the cost of premiums should the City remain with the current Blue Cross Blue Shield PPO plan. On June 23, our IPBC representative met with the internal Insurance Committee to review alternatives. The committee was presented with a Blue Choice Options (BCO) plan reflecting a 9.05% increase in premiums. After review, the committee determined that the BCO plan offers the most cost-effective balance for both employees and the City. While the High Deductible Health Plan (HDHP) shows a projected 13.3% increase, its overall premium cost remains lower than the BCO plan. Therefore, the recommendation is to continue offering the HDHP as a coverage option. In addition, beginning in 2026, it is recommended that the City provide a $1,000 Health Savings Account (HSA) contribution to each employee electing the HDHP, regardless of coverage tier. Historically the City has provided a different amount depending on coverage and tier. For financial stability, coupled with ensuring the cost-effective option is attractive to employees, it is suggested to decrease to $1,000 for all employees on any HDHP. Director of Human Resources Jillian Condon was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Resolution R2025-44, a Resolution Approving Intergovernmental Personnel Benefits Cooperative Premium Rates for January 1, 2026 - December 31, 2026, be**

approved." Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

VIII. EXECUTIVE SESSION: None.

IX. ADJOURNMENT: At 7:33 P.M. Motion made by Councilor Valdivieso, Seconded by Councilor Hayes, **"I move the Council adjourn."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

John Bearrows, Mayor

Rose Huéramo, City Clerk

Rochelle, IL

Council Payroll Check Register

Employee Pay Summary

Pay Period: 9/29/2025-10/12/2025

Packet: PYPKT01306 - PPE 10.12.25
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Net
ADAMS, GARRY	00102	10/17/2025	15812	1,164.61
ANATRA, NICK	00508	10/17/2025	15807	2,214.62
ANAYA, PEDRO	00592	10/17/2025	15694	1,833.88
ARENDT, JACQUELINE	00638	10/17/2025	15757	186.16
ARTEAGA, ROSAELIA	00536	10/17/2025	1328	168.08
BAKKER, CODY	00539	10/17/2025	15758	919.15
BANESKI, ELVIS	00379	10/17/2025	15695	2,927.92
BEARROWS, JOHN B	00453	10/17/2025	15684	694.56
BECK, JOHN M	00141	10/17/2025	15786	2,762.44
BEERY, RYAN T	00340	10/17/2025	15696	3,472.36
BELMONTE, ROCIO	00423	10/17/2025	15689	1,329.05
BETTNER, DANIELLE	00531	10/17/2025	15833	1,827.98
BJORNEBY, JACOB	00469	10/17/2025	15813	2,496.16
BOEHLE, MATTHEW	00444	10/17/2025	15814	1,744.56
BOEHM, MARK	00556	10/17/2025	15855	2,350.25
BORCHERTS, CODY	00679	10/17/2025	15697	2,301.94
BRASS, NATHANIEL W	00566	10/17/2025	15698	2,285.10
BRIDGEMAN, KYLE C	00478	10/17/2025	15790	3,637.35
BRUST, PATRICK	00490	10/17/2025	15835	3,644.88
BUCK, DAGIN	00659	10/17/2025	15841	180.23
BURDIN, JASON E	00263	10/17/2025	15815	2,754.58
BURDIN, KATELYN	00630	10/17/2025	15842	388.05
CARDOTT, CHRISTINA	00317	10/17/2025	15856	2,584.60
CARLS, TYLER J	00179	10/17/2025	15737	4,481.27
CASSIDY, ZACHARY	00637	10/17/2025	15791	2,865.09
CASTORENA, EDSON	00670	10/17/2025	15759	65.39
CECH, ERIC T	00393	10/17/2025	15797	1,960.50
CONDON, JILLIAN	00545	10/17/2025	15857	3,539.61
CONE, JUSTIN D	00620	10/17/2025	15699	2,119.15
CONTRERAS, DANTE	00678	10/17/2025	15769	1,959.60
COX, JOHNATHAN M	00616	10/17/2025	15770	1,807.44
COX, CHRISTOPHER T	00446	10/17/2025	15816	3,321.46
CRAWFORD, ERIK L	00123	10/17/2025	15771	2,277.89
CUNNINGHAM, ANDREW R	00027	10/17/2025	15798	2,187.88
DA COSTA, BENJAMIN	00619	10/17/2025	15836	2,094.30
DAME, ROBERT	00570	10/17/2025	15843	692.22
DAUGHERTY, MICHAEL A	00559	10/17/2025	15772	2,158.58
DAVIS, MATTHEW	00664	10/17/2025	15760	436.23
DICKSON, EVAN	00609	10/17/2025	15700	1,556.95
DIMAGGIO, DOMINIC	00676	10/17/2025	15701	2,345.40
DOUGHERTY, KENNETH R	00418	10/17/2025	15738	2,565.33
EDWARDS, BRIAN E	00181	10/17/2025	15739	2,629.20
EVANS, BILLY GREGG	00550	10/17/2025	15761	448.17
FABER, CALE	00617	10/17/2025	15773	2,453.85
FENWICK, NATALIE Z	00428	10/17/2025	15844	583.10
FIEGENSCHUH, JEFFREY	00463	10/17/2025	15692	4,190.13
FLANAGAN, ROBERT H	00383	10/17/2025	15774	1,467.95
FLEMMING, BAILEY H	00639	10/17/2025	15740	2,419.02
FLORES, ARACELI	00612	10/17/2025	15827	1,596.90
FLORESS, HEATHER	00631	10/17/2025	15792	1,662.27
FORE, COLVIN	00549	10/17/2025	15845	714.03

Packet: PYPKT01306 - PPE 10.12.25
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Net
FRANKENBERRY, PHILLIP C	00030	10/17/2025	15702	2,993.96
FULGENCIO, MICKAYA	00577	10/17/2025	15828	1,113.78
GERARD, MATTHEW L	00368	10/17/2025	15703	776.72
GIBIC, NEVRES	00680	10/17/2025	15704	1,650.55
GILLIAM, JAMES R	00322	10/17/2025	1330	2,970.71
GILLIS, ANGELA	00192	10/17/2025	15741	1,142.26
GILLIS, AUSTIN	00413	10/17/2025	15762	491.61
GOOD, JEREMY M	00334	10/17/2025	15742	3,994.52
GUERRERO SANTILLAN, ELIZ	00654	10/17/2025	15829	287.77
HAAN, WILLIAM A	00270	10/17/2025	15705	3,242.95
HAMILTON, MITCH A	00425	10/17/2025	15846	3,090.46
HARDIN, JASON C	00597	10/17/2025	15847	111.86
HARRINGTON, DAMEN	00608	10/17/2025	15706	918.30
HARTWIG, RAYMOND	00658	10/17/2025	15808	2,407.05
HAYES, WILLIAM T	00250	10/17/2025	15685	173.51
HELGREN, CURTIS	00476	10/17/2025	15743	2,069.83
HERNANDEZ, AUTUMN	00557	10/17/2025	15830	2,424.42
HERRING, ANDREW J	00594	10/17/2025	15707	2,231.05
HEUER, CASEY	00552	10/17/2025	15837	2,228.48
HOLDEN, ERIC	00569	10/17/2025	15838	2,054.30
HOWARD, CASEY	00555	10/17/2025	15817	2,543.93
HUDETZ, MICHAEL L	00422	10/17/2025	15840	1,706.17
HUERAMO, CRYSTAL	00615	10/17/2025	15831	1,339.22
HUERAMO, BIANCA	00572	10/17/2025	15708	1,383.76
HUERAMO, ROSE MARY	00415	10/17/2025	15690	2,286.07
ISLEY, TIMOTHY P	00249	10/17/2025	15775	3,158.49
JACKSON, SYDNEY L	00562	10/17/2025	15710	2,403.32
JACKSON, CANDICE	00551	10/17/2025	15709	1,436.48
JAKYMIW, JAMES M	00367	10/17/2025	15711	2,442.30
JIMENEZ, KAYLEE	00554	10/17/2025	15799	2,145.88
JOHNSON, THOMAS	00652	10/17/2025	15849	167.82
JOHNSON, JARED	00048	10/17/2025	15839	2,452.40
JOHNSON, JOSHUA	00486	10/17/2025	15848	391.54
JOHNSON, TODD A	00069	10/17/2025	15818	4,679.50
JOHNSON, BENJAMIN C	00166	10/17/2025	15744	2,686.16
JONES, HAYDEN C	00567	10/17/2025	15850	429.79
JUDAH, CHRISTOPHER M	00439	10/17/2025	15800	612.36
JUDD, CHAD A	00450	10/17/2025	15801	1,956.05
KASS, JACOB R	00641	10/17/2025	15745	1,929.82
KELCHNER, GRACIE	00647	10/17/2025	15712	1,358.34
KELLER, DANIEL W	00211	10/17/2025	15793	2,506.62
KESSLER, SEAN	00634	10/17/2025	15819	4,037.27
KNIGHT, NOAH	00600	10/17/2025	15713	2,026.52
KNIGHT, MICHELLE	00174	10/17/2025	15783	2,170.44
KNIGHT, JAMES WALKER	00585	10/17/2025	15809	2,216.74
KNIGHT, KALEB	00636	10/17/2025	15810	2,701.72
KORLESKI, ROSE	00681	10/17/2025	15858	587.10
KOVACS, RYAN	00384	10/17/2025	15714	2,648.78
LABONDE, HENRY J	00628	10/17/2025	15851	342.62
LANNING, ADAM	00392	10/17/2025	15794	3,975.52
LEWIS, JOSH R	00338	10/17/2025	15746	3,121.55
LODICO, TREY	00613	10/17/2025	15747	2,054.24
LOVELADY-SMITH, ELIZABET	00653	10/17/2025	15859	1,764.06
LUDWIG, BRITTANY D	00645	10/17/2025	15734	251.70
LUXTON, TOD	00535	10/17/2025	15795	2,350.98
MCDERMOTT, THOMAS	00063	10/17/2025	15687	165.28
MCDERMOTT, DANIEL W	00038	10/17/2025	15686	118.08
MCGILL, MICHAEL	00462	10/17/2025	15763	546.68
MEDINE, JUSTIN	00487	10/17/2025	15802	2,146.95

Packet: PYPKT01306 - PPE 10.12.25
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Net
MERRILL, ADAM	00677	10/17/2025	15820	3,872.94
MESSER, NOAH	00581	10/17/2025	15748	2,290.44
MILLER, RYAN	00540	10/17/2025	15803	2,490.57
MILOS, KRISTOFER	00512	10/17/2025	15776	2,220.64
MISKELL, CJ	00671	10/17/2025	15821	3,655.45
MITCHELL, ANGELA K	00163	10/17/2025	15735	247.52
MONTERO, DAVID S	00601	10/17/2025	15749	2,522.57
MOREAU, SENADA	00408	10/17/2025	15715	1,666.96
MORRIS, MANDI R	00168	10/17/2025	15832	1,530.51
MUELLER, JESSICA CM	00510	10/17/2025	15804	2,330.75
MULHOLLAND, JAY A	00442	10/17/2025	15822	2,629.17
MUSSELMAN, JEFFREY J	00200	10/17/2025	15805	2,556.58
NAMBO, LUISA	00273	10/17/2025	15716	1,876.02
NAVA, CELESTE	00662	10/17/2025	15860	1,719.82
NAY, WELDON	00644	10/17/2025	15764	576.32
NEUENKIRCHEN, RYAN J	00590	10/17/2025	15806	1,792.95
OATES, JAKE	00663	10/17/2025	15765	186.16
OLESON, KHRYSTA	00621	10/17/2025	15861	854.41
OLSZEWSKI, ROBIN L	00373	10/17/2025	15717	1,713.24
OLSZEWSKI, BRITTANY	00546	10/17/2025	15691	1,136.28
OWEN, TREVOR D	00399	10/17/2025	15719	3,741.51
OWEN, ALISON	00409	10/17/2025	15718	1,741.06
PAVIA, PETER	00485	10/17/2025	15720	3,574.20
PEARSON, ROGER	00522	10/17/2025	15736	247.52
PEASE, MICHELLE J	00222	10/17/2025	15784	3,060.78
PLAZA, JONATHAN	00524	10/17/2025	15750	2,203.15
POWELL, KORTNEY	00607	10/17/2025	15766	266.13
PREWETT, ZACHARY	00327	10/17/2025	15751	6,131.57
RANGEL, DWAYNE	00455	10/17/2025	15796	1,913.90
RIVERA, ANGEL	00606	10/17/2025	15721	2,104.75
RODABAUGH, AARON C	00213	10/17/2025	15722	2,701.59
ROGDE, ANDREW C	00410	10/17/2025	15823	2,088.26
SALINAS, JAVIER	00538	10/17/2025	15752	3,243.31
SAWLSVILLE, CHRISTOPHER	00300	10/17/2025	15767	535.22
SAWLSVILLE, DAVID W	00046	10/17/2025	15753	3,791.52
SCHABACKER, BRAD J	00348	10/17/2025	15777	2,067.47
SESTER, JOSEPH R	00129	10/17/2025	15724	2,853.89
SESTER, CORY	00294	10/17/2025	15723	2,072.49
SHAW-DICKEY, KATHRYN E	00452	10/17/2025	15688	168.08
SILVA, EDGAR Q	00593	10/17/2025	15726	2,259.15
SILVA, BARTOLOME	00586	10/17/2025	15725	1,900.87
SIMMONS, NOAH	00633	10/17/2025	15768	268.16
SORGEA, ASHTIN	00675	10/17/2025	15727	1,695.57
SPEARS, JORDAN	00660	10/17/2025	15852	389.99
SPEARS, NICHOLAS J	00362	10/17/2025	15778	2,255.04
STARR, GEOFFREY	00495	10/17/2025	15785	2,515.19
SULLIVAN, JAMEY A	00356	10/17/2025	15824	3,089.33
SUNESON, SARA L	00252	10/17/2025	15834	1,618.40
SWANSON, CARMEN	00541	10/17/2025	15728	1,320.05
TAFT, TREY J	00629	10/17/2025	15853	356.58
TESREAU, SAMUEL C	00276	10/17/2025	15787	4,381.76
THOMPSON, JENNIFER R	00364	10/17/2025	15693	3,156.88
TIMM, NATHAN K	00414	10/17/2025	15779	2,067.94
TOLIVER, BLAKE A	00205	10/17/2025	15825	3,369.53
TURCATO, JAMES	00635	10/17/2025	15826	4,203.17
UNDERWOOD, JASON M	00217	10/17/2025	15754	3,906.83
UTECHT, MICHAEL	00493	10/17/2025	15854	666.05
VALDIVIESO, BENJAMIN	00599	10/17/2025	1329	0.00
VANKIRK, COLTON	00496	10/17/2025	15780	2,152.93

Packet: PYPKT01306 - PPE 10.12.25
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Net
VANVICKLE, ZECHARIAH	00548	10/17/2025	15755	2,388.75
VILLALOBOS, EDDIE V	00560	10/17/2025	15781	2,001.50
WARD, CURTIS W	00331	10/17/2025	15788	2,305.62
WATERS, SHANE A	00430	10/17/2025	15811	1,964.51
WEEKS, JOYCE L	00401	10/17/2025	15789	881.75
WILLIS, JODY T	00051	10/17/2025	15756	1,912.92
WINTERTON, RYAN	00627	10/17/2025	15729	2,325.00
WITT, ADAM	00605	10/17/2025	15730	2,244.00
WITTENBERG, MATTHEW E	00282	10/17/2025	15731	3,162.79
WOOLBRIGHT, TYLER	00640	10/17/2025	15732	1,921.52
WRIGHT, ABBY	00489	10/17/2025	15733	1,630.31
WYATT, JAKE	00650	10/17/2025	15782	2,099.47
ZICK, BRITTNEY	00571	10/17/2025	15862	2,167.13
			Totals:	**361,038.15**

Rochelle, IL

Payment Register

APPKT04762 - Check Run 10/14/25

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Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name	Total Vendor Amount
	Void	0.00

Payment Type	Payment Number	Payment Date	Payment Amount
**Void Check	218208	10/14/2025	0.00
**Void Check	218222	10/14/2025	0.00
**Void Check	218226	10/14/2025	0.00

Vendor Number	Vendor Name	Total Vendor Amount
06535	AIRGAS USA, LLC	961.44

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218132	10/14/2025	961.44

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5519256750	Oxygen/Argon/Helium	09/30/2025	09/30/2025	0.00	320.10
5519260722	Argon/Nitrogen	09/30/2025	09/30/2025	0.00	385.50
5519260890	ACETYLENE AND ARGON TANK RENTAL	09/30/2025	09/30/2025	0.00	121.50
5519342758	Oxygen	09/30/2025	09/30/2025	0.00	134.34

Vendor Number	Vendor Name	Total Vendor Amount
INC1842	ALLIS, KYLE	6,500.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218133	10/14/2025	6,500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1127	Mowing Lagoons	10/07/2025	10/07/2025	0.00	6,500.00

Vendor Number	Vendor Name	Total Vendor Amount
10663	AMAZON CAPITAL SERVICES	3,990.08

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218134	10/14/2025	3,990.08

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11KK-T7DW-4JP9	Thermal Insulated Gloves	10/01/2025	10/01/2025	0.00	45.58
16CJ-M4NY-3KHY	MICR TONER	10/06/2025	10/06/2025	0.00	165.00
1DK6-DC7L-LQPN	Retracable Badge Holder, Rechargable mouse, Organi	10/03/2025	10/03/2025	0.00	190.03
1FMX-MDN3-99GF	Operating Supplies	10/01/2025	10/01/2025	0.00	111.90
1GXY-4KHW-39J9	Bluetooth Keyboard and Mice	10/07/2025	10/07/2025	0.00	199.95
1PT9-NQ7H-LPH6	Supplies For Well 8 Project	10/03/2025	10/03/2025	0.00	675.30
1QFH-3L93-DMLV	BADGE HOLDERS	09/30/2025	09/30/2025	0.00	28.26
1R4Y-7CWJ-KQ6D	Gate and Garage Door Opener	10/03/2025	10/03/2025	0.00	109.95
1WF6-VWRY-4VM3	FR Rain Gear	10/01/2025	10/01/2025	0.00	1,766.94
1Y1J-XRX9-KXDF	Yoga Mat	10/03/2025	10/03/2025	0.00	222.30
1Y7H-J6Y9-L7YV	FR Clothing	10/03/2025	10/03/2025	0.00	94.88
1YMQ-WGQX-D7F7	Anker Docking Station	10/06/2025	10/06/2025	0.00	379.99

Vendor Number	Vendor Name	Total Vendor Amount
00040	ANDERSON PLUMBING & HTG, INC	481.12

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218135	10/14/2025	481.12

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
120811	Filling Station Repair	10/02/2025	10/02/2025	0.00	125.00
120814	Replace leaking faucet in sally port PD	10/02/2025	10/02/2025	0.00	356.12

Vendor Number	Vendor Name	Total Vendor Amount
01850	ANIXTER, INC	1,603.81

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218136	10/14/2025	1,603.81

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6556150-00	Maj Inv # 1154	10/01/2025	10/01/2025	0.00	557.10
6557754-00	Maj Inv # 00061/1126/ Min Inv # 1972	10/02/2025	10/02/2025	0.00	1,046.71

Vendor Number	Vendor Name	Total Vendor Amount
00936	BANK OF NEW YORK	7,425.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218137	10/14/2025	7,425.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
ROCHELLE15A-100325	QUIET ZONE BOND INTEREST	10/03/2025	10/03/2025	0.00	7,425.00

Vendor Number	Vendor Name	Total Vendor Amount
10416	BELMONTE, ROCIO	174.80

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218138	10/14/2025	174.80

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
061425	Rocio Belmonte	06/14/2025	06/14/2025	0.00	174.80

Vendor Number	Vendor Name	Total Vendor Amount
10786	BIO-TRON, INC.	450.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218139	10/14/2025	450.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
902237	Cardiac monitor service- yearly	09/30/2025	09/30/2025	0.00	450.00

Vendor Number	Vendor Name	Total Vendor Amount
06051	BOUND TREE MEDICAL	990.62

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218140	10/14/2025	990.62

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
85933944	EMS Supplies	09/25/2025	09/25/2025	0.00	183.99
85935507	EMS supplies	09/26/2025	09/26/2025	0.00	131.50
85946707	EMS Supplies	10/06/2025	10/06/2025	0.00	243.76
85946708	EMS Supplies	10/06/2025	10/06/2025	0.00	171.98
85946709	EMS Supplies	10/06/2025	10/06/2025	0.00	139.42
85946710	EMS Supplies	10/06/2025	10/06/2025	0.00	119.97

Vendor Number	Vendor Name	Total Vendor Amount
INC1749	BRENTWOOD CONSULTING LLC	5,000.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218141	10/14/2025	5,000.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11	Lobbying Services	10/05/2025	10/05/2025	0.00	5,000.00

Vendor Number	Vendor Name	Total Vendor Amount
11017	BROWN'S TIRE SERVICE	5,135.08

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218142	10/14/2025	5,135.08

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10070	Tire replacement R171 PW	09/08/2025	09/08/2025	0.00	151.00
10077	Tires for R157 PW dump truck	09/10/2025	09/10/2025	0.00	1,475.12
10079	Tire Supplies R108 PW dump truck	09/10/2025	09/10/2025	0.00	102.00
10124	Tires for R123 PW dump Truck	09/10/2025	09/10/2025	0.00	1,229.46
10205	Tires for R146 PW dump truck	09/22/2025	09/22/2025	0.00	1,167.50
9130	Chief buggy tires	08/13/2025	08/13/2025	0.00	1,010.00

Vendor Number	Vendor Name	Total Vendor Amount
10355	BRUST, PATRICK	67.41

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218143	10/14/2025	67.41

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
093025	Mileage - September 2025	09/30/2025	09/30/2025	0.00	67.41

Vendor Number	Vendor Name	Total Vendor Amount
08619	BURDIN, JASON	280.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218144	10/14/2025	280.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100925	Utility Expo Travel	10/09/2025	10/09/2025	0.00	280.00

Vendor Number	Vendor Name	Total Vendor Amount
10877	CFS INSPECTIONS	2,559.35

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218145	10/14/2025	2,559.35

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2025MY0172	Yearly ladder testing	09/22/2025	09/22/2025	0.00	2,559.35

Vendor Number	Vendor Name	Total Vendor Amount
09112	CINTAS	2,000.05

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218146	10/14/2025	1,135.05

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4245062302	FLOOR MATS AND SHOP RAGS	09/30/2025	09/30/2025	0.00	306.62
4245214969	Rags and Rugs	10/01/2025	10/01/2025	0.00	138.28
4245215136	Floor Mats/Shop Towels	10/01/2025	10/01/2025	0.00	111.53
4245215163	Mats, Lab Coats, Towels	10/01/2025	10/01/2025	0.00	90.54
4245629610	Janitorial supplies	10/06/2025	10/06/2025	0.00	52.97
4245629755	City Hall Mats	10/06/2025	10/06/2025	0.00	44.45
4245629804	Lobby Rugs	10/06/2025	10/06/2025	0.00	84.04
4245804691	FLOOR MATS AND RED SHOP RAGS	10/07/2025	10/07/2025	0.00	306.62

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218147	10/14/2025	865.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9340327140	Lifeline AED Agreement	09/30/2025	09/30/2025	0.00	680.00
9340379657	AED MANAGEMENT 1 YEAR	10/01/2025	10/01/2025	0.00	185.00

Vendor Number	Vendor Name	Total Vendor Amount
00759	CITY OF ROCHELLE	334.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218148	10/14/2025	334.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV02623	September Sludge	10/07/2025	10/07/2025	0.00	334.00

Vendor Number	Vendor Name	Total Vendor Amount
00118	COLONIAL FLOWERS & GIFTS	58.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218149	10/14/2025	58.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11882	Floral - Nambo	10/02/2025	10/02/2025	0.00	58.00

Vendor Number	Vendor Name	Total Vendor Amount
03707	CONSERV FS	5,567.80

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218150	10/14/2025	5,567.80

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7263342-093025	Fuel for Public Works daily needs	09/30/2025	09/30/2025	0.00	3,159.32
7263345-093025	gas and diesel	09/30/2025	09/30/2025	0.00	2,408.48

Payment Register **APPKT0476**

Vendor Number	Vendor Name	Total Vendor Amount
10826	CULTIVATE GEOSPATIAL SOLUTIONS, LLC	10,416.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218151	10/14/2025	10,416.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
ROCHELLE_Y5_3	Monthly GIS Charges	09/30/2025	09/30/2025	0.00	10,416.00

Vendor Number	Vendor Name	Total Vendor Amount
08464	DAHME MECHANICAL INDUSTRIES, INC.	4,788.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218152	10/14/2025	4,788.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20250505	Valve Replacement	09/30/2025	09/30/2025	0.00	4,788.00

Vendor Number	Vendor Name	Total Vendor Amount
07390	DATA CENTER SERVICES	1,395.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218153	10/14/2025	1,395.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
152091	Datacenter Cleaning Services	10/01/2025	10/01/2025	0.00	1,395.00

Vendor Number	Vendor Name	Total Vendor Amount
04492	DELL MARKETING L.P.	2,630.34

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218154	10/14/2025	2,630.34

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10837392482	Detective Computer	09/22/2025	09/22/2025	0.00	2,630.34

Vendor Number	Vendor Name	Total Vendor Amount
05884	DENNIS W. MARTINEZ	11,264.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218155	10/14/2025	11,264.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
141	Mowing & Trimming City Property	10/01/2025	10/01/2025	0.00	2,718.00
143-25	Tech Center Landscaping and Grass Cutting	10/01/2025	10/01/2025	0.00	1,519.00
144	Landscaping/Grounds - RR Park	10/01/2025	10/01/2025	0.00	1,281.00
148	Mowing & Trimming City Property	10/01/2025	10/01/2025	0.00	234.00
150	Mowing trimming at Lawnridge Cemetery	10/01/2025	10/01/2025	0.00	2,961.00
151	Landscaping - 333, City Hall	10/02/2025	10/02/2025	0.00	494.00
152	Site Restoration - Wendell and Flagg	10/05/2025	10/05/2025	0.00	1,567.00
153	City Hall Mowing/Weeding	10/06/2025	10/06/2025	0.00	206.00
154	Mowing Trimming City Property	10/06/2025	10/06/2025	0.00	284.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1205	DIVE RIGHT IN SCUBA-PLAINFIELD	10,170.96

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218156	10/14/2025	10,170.96

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
263345	Dougherty PADI diver class	08/02/2025	08/02/2025	0.00	450.00
264171	Dive equipment	09/04/2025	09/04/2025	0.00	9,601.96
266658	Dive seals	09/20/2025	09/20/2025	0.00	119.00

Vendor Number	Vendor Name	Total Vendor Amount
04813	DULTMEIER SALES	308.74

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218157	10/14/2025	308.74

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4290145	Supplies for sweeper hydrant	09/25/2025	09/25/2025	0.00	308.74

Vendor Number	Vendor Name	Total Vendor Amount
10428	ENTERPRISE FM TRUST	30,623.48

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218158	10/14/2025	30,623.48

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
FBN5445464	Squad lease	10/03/2025	10/03/2025	0.00	12,443.91
FBN5452803	Vehicle Leases	10/03/2025	10/03/2025	0.00	6,937.90
FBN5453599	Water Vehicle Leases and Maintenance	10/03/2025	10/03/2025	0.00	3,130.00
FBN5454636	Water - Vehicle lease and maintenance	10/03/2025	10/03/2025	0.00	2,781.77
FBN5462078	Monthly Truck Lease Payment	10/03/2025	10/03/2025	0.00	481.52
FBN5462111	Engineering vehicles lease and maintenance fee	10/03/2025	10/03/2025	0.00	1,546.70
FBN5462263	D1 AND D3 TRUCK LEASE	10/03/2025	10/03/2025	0.00	1,644.92
FBN5462277	CD 2022 F150 Rent & Maint.	10/03/2025	10/03/2025	0.00	406.07
FBN5462290	EFM Public Works Cemetery Truck	10/03/2025	10/03/2025	0.00	1,250.69

Vendor Number	Vendor Name	Total Vendor Amount
INC1320	ENVIRONMENTAL RESOURCE ASSOCIATES	540.19

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218159	10/14/2025	540.19

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
126237	Lab Supplies	10/01/2025	10/01/2025	0.00	540.19

Vendor Number	Vendor Name	Total Vendor Amount
03396	FASTENAL	2,468.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218160	10/14/2025	2,468.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
ILROH111923	Milwaukee batteries	09/18/2025	09/18/2025	0.00	1,234.00
ILROH111948	Milwaukee batteries	09/19/2025	09/19/2025	0.00	1,234.00

Vendor Number	Vendor Name	Total Vendor Amount
04512	FEHR-GRAHAM & ASSOC.	30,835.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218161	10/14/2025	30,835.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
134419	Pocket Park Project Management Services	09/26/2025	09/26/2025	0.00	2,640.00
134562	SAFETY PROGRAMS	09/26/2025	09/26/2025	0.00	5,800.00
134722	Tower B Repainting	09/26/2025	09/26/2025	0.00	97.50
134723	Well 8 Treatment Plant - Engineering	09/26/2025	09/26/2025	0.00	22,297.50

Vendor Number	Vendor Name	Total Vendor Amount
03334	FERGUSON WATERWORKS #2516	7,339.65

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218162	10/14/2025	7,339.65

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0735611	REPLACEMENT VALVES MAIN PLANT PUMP ROOM	10/02/2025	10/02/2025	0.00	7,022.90
0736256	HARDWARE KITS AND GASKETS FOR THE PUMP ROOM V/	10/03/2025	10/03/2025	0.00	316.75

Vendor Number	Vendor Name	Total Vendor Amount
INC1472	FIREGROUND SUPPLY	359.47

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218163	10/14/2025	359.47

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
36403	VanVickle hi-vis coat	09/25/2025	09/25/2025	0.00	264.48
36404	Lewis replacement pants	09/25/2025	09/25/2025	0.00	94.99

Payment Register **APPKT0476**

Vendor Number	Vendor Name					Total Vendor Amount
06609	FRONTIER					17.92
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218164				10/14/2025	17.92
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
092725	Phone Fees	09/27/2025	09/27/2025	0.00	17.92	

Vendor Number	Vendor Name					Total Vendor Amount
10531	FS.COM INC.					50.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218165				10/14/2025	50.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
IN102509300513	Fiber Supplies	09/30/2025	09/30/2025	0.00	50.00	

Vendor Number	Vendor Name					Total Vendor Amount
INC1822	GEOTAB USA, INC.					83.21
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218166				10/14/2025	83.21
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
IN454310	GO Plan 2400	09/30/2025	09/30/2025	0.00	83.21	

Vendor Number	Vendor Name					Total Vendor Amount
INC1699	GOOD, ALYSSA					1,025.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218167				10/14/2025	1,025.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
5	Headshots 2025	09/24/2025	09/24/2025	0.00	1,025.00	

Vendor Number	Vendor Name					Total Vendor Amount
01248	GRAINGER, INC.					2,002.64
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218168				10/14/2025	69.58
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
9668330518	GASKET FOR PIPE FLANGE	10/08/2025	10/08/2025	0.00	69.58	
Check	218169				10/14/2025	1,504.06
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
9666149050	Ball Valve, Fitting Hose, Heater	10/07/2025	10/07/2025	0.00	1,504.06	
Check	218170				10/14/2025	429.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
9661582917	Hose Clamps	10/02/2025	10/02/2025	0.00	429.00	

Vendor Number	Vendor Name					Total Vendor Amount
00493	GROVERS SERVICES, LLC					4,800.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218171				10/14/2025	4,800.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
100625	Trimmed/Removed Trees Week of Sept 29th	10/06/2025	10/06/2025	0.00	4,800.00	

Vendor Number	Vendor Name					Total Vendor Amount
10407	HAAN, WILLIAM					350.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218172				10/14/2025	350.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
092625	Training Reimbursement	09/26/2025	09/26/2025	0.00	350.00	

Payment Register **APPKT0476**

Vendor Number	Vendor Name	Total Vendor Amount
00246	HACH COMPANY	232.40

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218173	10/14/2025	232.40

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
14696494	Chlorine Chemkey	10/01/2025	10/01/2025	0.00	232.40

Vendor Number	Vendor Name	Total Vendor Amount
10256	HAWKINS, INC.	6,308.20

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218174	10/14/2025	6,308.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7214727	Azone 15	09/30/2025	09/30/2025	0.00	616.50
7214739	Azone 15	09/30/2025	09/30/2025	0.00	1,630.30
7219410	Azone 15, Hydrofluosilicic Acid	10/07/2025	10/07/2025	0.00	2,485.40
7219457	Azone 15	10/07/2025	10/07/2025	0.00	1,576.00

Vendor Number	Vendor Name	Total Vendor Amount
10698	HELM SERVICE	2,936.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218175	10/14/2025	2,936.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
FRE160879	INSTALLED 6"BUTTERFLY VALVE #10 OIL SYSTEM	09/21/2025	09/21/2025	0.00	2,936.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1715	HERITAGE TRACTOR LLC	218.86

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218176	10/14/2025	218.86

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
12946790	Inspection on Gator	08/20/2025	08/20/2025	0.00	218.86

Vendor Number	Vendor Name	Total Vendor Amount
11014	HP ROCHELLE REAL ESTATE LLC	25,138.88

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218177	10/14/2025	25,138.88

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100125	TIF Reimbursement #5	10/01/2025	10/01/2025	0.00	25,138.88

Vendor Number	Vendor Name	Total Vendor Amount
01089	HUB-REMSEN PRINT GROUP	9,483.48

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218178	10/14/2025	9,483.48

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
13470	Pole Banners	09/25/2025	09/25/2025	0.00	9,413.48
13478	Haybale Sign	09/29/2025	09/29/2025	0.00	70.00

Vendor Number	Vendor Name	Total Vendor Amount
00687	IL ASSOC OF WASTEWATER AGENCIES	784.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218179	10/14/2025	784.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6196	IAWA Membership	09/01/2025	09/01/2025	0.00	784.00

Vendor Number	Vendor Name	Total Vendor Amount
06089	IP COMMUNICATIONS, INC.	290.78

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218180	10/14/2025	290.78

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3885241	VOIP Consulting Services	10/04/2025	10/04/2025	0.00	290.78

Payment Register **APPKT0476**

Vendor Number	Vendor Name	Total Vendor Amount
10295	JEFF PERRY CHEVROLET	104.78

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218181	10/14/2025	104.78

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
37495	Chief buggy oil change	10/02/2025	10/02/2025	0.00	104.78

Vendor Number	Vendor Name	Total Vendor Amount
09918	JG UNIFORMS	475.24

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218182	10/14/2025	475.24

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
152504	Vest Carriers	10/01/2025	10/01/2025	0.00	475.24

Vendor Number	Vendor Name	Total Vendor Amount
05282	JOHNSON TRACTOR	404.44

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218183	10/14/2025	404.44

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IR11255	hydraulic hose and oil	09/23/2025	09/23/2025	0.00	383.95
IR11546	Kubota parts	09/30/2025	09/30/2025	0.00	20.49

Vendor Number	Vendor Name	Total Vendor Amount
INC1838	JPS INTEROPERABILITY SOLUTIONS, INC	3,105.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218184	10/14/2025	3,105.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
12034	Antenna setup for ambulances	09/03/2025	09/03/2025	0.00	3,105.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1710	KELLEY WILLIAMSON COMPANY	65.31

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218185	10/14/2025	65.31

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IN-373149	Fuel- Oil- greese supplies for Public Works	10/02/2025	10/02/2025	0.00	65.31

Vendor Number	Vendor Name	Total Vendor Amount
07033	KIRBY CABLE SERVICE INC	2,750.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218186	10/14/2025	2,750.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9383	New Water Service - Lake Lida	09/25/2025	09/25/2025	0.00	2,750.00

Vendor Number	Vendor Name	Total Vendor Amount
01657	KUSTOM SIGNALS, INC.	171.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218187	10/14/2025	171.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
622391	Radar Repair	09/24/2025	09/24/2025	0.00	171.00

Vendor Number	Vendor Name	Total Vendor Amount
01822	L&K ELECTRONICS	2,359.40

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218188	10/14/2025	2,359.40

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
773	Repair headset	07/18/2025	07/18/2025	0.00	178.40
777	Truck 10 replacement lights and sirens	09/01/2025	09/01/2025	0.00	2,181.00

Payment Register **APPKT0476**

Vendor Number	Vendor Name	Total Vendor Amount
08702	LEE COUNTY INDUSTRIAL DEVELOPMENT	8,500.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218189	10/14/2025	8,500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2512	Economic Development Agreement	10/01/2025	10/01/2025	0.00	8,500.00

Vendor Number	Vendor Name	Total Vendor Amount
03434	LEXISNEXIS RISK DATA MANAGEMENT INC.	200.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218190	10/14/2025	200.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1100209809	Report Writing system	09/30/2025	09/30/2025	0.00	200.00

Vendor Number	Vendor Name	Total Vendor Amount
00356	MACKLIN INCORPORATED	5,248.11

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218191	10/14/2025	5,248.11

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
56221	Chips	09/30/2025	09/30/2025	0.00	5,248.11

Vendor Number	Vendor Name	Total Vendor Amount
03959	MADERE, PAUL	750.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218192	10/14/2025	750.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
093025	Student Band Director - Municipal Band	09/30/2025	09/30/2025	0.00	750.00

Vendor Number	Vendor Name	Total Vendor Amount
10269	MARCO	109.55

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218193	10/14/2025	109.55

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
400268348	Printer lease	10/03/2025	10/03/2025	0.00	109.55

Vendor Number	Vendor Name	Total Vendor Amount
02095	MARTIN & CO EXCAVATING	28,331.47

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218194	10/14/2025	28,331.47

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2025 STEWARD ROAD MULT	2025 Steward Rd Multi Use Path Pay Est #3	09/26/2025	09/26/2025	0.00	28,331.47

Vendor Number	Vendor Name	Total Vendor Amount
INC1711	MCDERMAID ROOFING AND INSULATING	122,089.38

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218195	10/14/2025	122,089.38

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1030 S. 7TH ST ROOF REPLA	Contractor pay request#4 for 1030 S 7thSt roof rep	09/29/2025	09/29/2025	0.00	122,089.38

Vendor Number	Vendor Name	Total Vendor Amount
00660	MCMASTER-CARR SUPPLY CO	357.46

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218196	10/14/2025	357.46

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
50689878	WATER PIPE INSULATION #9 RAW WATER	08/19/2025	08/19/2025	0.00	283.07
51456106	PRESSURE GAUGE #6 LUBRICATOR PUMP	09/03/2025	09/03/2025	0.00	74.39

Payment Register **APPKT0476**

Vendor Number	Vendor Name	Total Vendor Amount
02727	MENARDS - SYCAMORE	113.71

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218197	10/14/2025	113.71

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
43139	Trim for day room	09/25/2025	09/25/2025	0.00	113.71

Vendor Number	Vendor Name	Total Vendor Amount
10297	MERLIN'S GREENHOUSE & FLOWERS	5,000.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218198	10/14/2025	5,000.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
8343	Watering 9/8/25-10/6/25	10/07/2025	10/07/2025	0.00	5,000.00

Vendor Number	Vendor Name	Total Vendor Amount
09877	MICHLIG ENERGY, LTD.	23,781.16

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218199	10/14/2025	23,781.16

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
188195	ENGINE OIL FOR #9 AND #10 ENGINES 40 WEIGHT	08/26/2025	08/26/2025	0.00	23,781.16

Vendor Number	Vendor Name	Total Vendor Amount
06674	MID-WEST TRUCKERS ASSOC., INC.	2,775.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218200	10/14/2025	2,775.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
179458	ANNUAL CHARGES	10/03/2025	10/03/2025	0.00	2,775.00

Vendor Number	Vendor Name	Total Vendor Amount
01641	MOTOROLA SOLUTIONS - STARCOM	2,119.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218201	10/14/2025	2,119.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9771320250902	Radio Maintenance	10/01/2025	10/01/2025	0.00	2,119.00

Vendor Number	Vendor Name	Total Vendor Amount
09077	MULHOLLAND, JAY	280.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218202	10/14/2025	280.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100925	Utility Expo Travel	10/09/2025	10/09/2025	0.00	280.00

Vendor Number	Vendor Name	Total Vendor Amount
00415	NAPA AUTO PARTS ROCHELLE	771.38

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218203	10/14/2025	476.23

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
108238	Bluedef, towels	10/07/2025	10/07/2025	0.00	101.36
108297	Hose, Heater	10/07/2025	10/07/2025	0.00	183.42
108325	Hose, Switch, Wire	10/08/2025	10/08/2025	0.00	191.45

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218204	10/14/2025	104.43

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
107884	oil	10/01/2025	10/01/2025	0.00	47.97
108157	oil	10/06/2025	10/06/2025	0.00	56.46

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218205	10/14/2025	190.72

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
108295	Wiper Blades/Universal joint	10/07/2025	10/07/2025	0.00	190.72

Vendor Number	Vendor Name	Total Vendor Amount
01659	NICOR	997.86

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218206	10/14/2025	997.86

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
04965710009-100625	FBO Office gas	10/06/2025	10/06/2025	0.00	62.30
05319320346-100325	Commercial Heat 9/4-10/3	10/03/2025	10/03/2025	0.00	179.27
10355890327-100625	nicor maintenance shop	10/06/2025	10/06/2025	0.00	54.53
10874710006-100625	NICOR GAS FOR PLANT HEATERS	10/06/2025	10/06/2025	0.00	104.86
47219432557-100625	Comm Hangar gas	10/06/2025	10/06/2025	0.00	58.79
54366517156-100325	1030 - Rear	10/03/2025	10/03/2025	0.00	154.95
56487616288-100325	RR Park	10/03/2025	10/03/2025	0.00	54.78
66296258354-100325	850 Lakeview - Nicor	10/03/2025	10/03/2025	0.00	57.07
66451410006-100625	888 Treatment Plant Rd	10/06/2025	10/06/2025	0.00	271.31

Vendor Number	Vendor Name	Total Vendor Amount
07379	NORTHERN ILLINOIS DISPOSAL SVCS	42,435.90

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218207	10/14/2025	42,435.90

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
24134135T086	Residential Garbage-Recycling & Yard Waste	10/01/2025	10/01/2025	0.00	38,625.96
24134223T086	Sludge - September	10/01/2025	10/01/2025	0.00	284.18
24134225T086	20yd Dumpster - 1015 S Caron Rd	10/01/2025	10/01/2025	0.00	284.18
24134704T086	Residential Recycling Processing Fees	10/01/2025	10/01/2025	0.00	1,586.97
24134740T086	20yd Dumpster- 1030 S 7th St	10/01/2025	10/01/2025	0.00	365.06
24134913T086	Dumpster - Fiesta Hispana	10/01/2025	10/01/2025	0.00	350.00
24136093T086	Garbage Service - WWTP	10/01/2025	10/01/2025	0.00	319.65
24136094T086	4yd Dumpster - 700 2nd Ave	10/01/2025	10/01/2025	0.00	79.77
24136095T086	Trash Removal	10/01/2025	10/01/2025	0.00	64.18
24136096T086	Recycling	10/01/2025	10/01/2025	0.00	58.18
24136097T086	Monthly Trash Collection Tech Center #450872-012	10/01/2025	10/01/2025	0.00	58.18
24136098T086	Garbage	10/01/2025	10/01/2025	0.00	58.18
24137031T086	4yd Dumpster- 1030 S 7th St	10/01/2025	10/01/2025	0.00	106.25
24137404T086	8yd Dumpster- 700 2nd Ave	10/01/2025	10/01/2025	0.00	195.16

Vendor Number	Vendor Name	Total Vendor Amount
INC1563	OLSZEWSKI, BRITTANY	185.95

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218209	10/14/2025	185.95

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100625	BRITTANY OLSZEWSKI	10/06/2025	10/06/2025	0.00	185.95

Vendor Number	Vendor Name	Total Vendor Amount
08072	OSF ST ANTHONY MEDICAL CENTER	50.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218210	10/14/2025	50.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10300-181	Plaza ACLS recert	09/30/2025	09/30/2025	0.00	50.00

Vendor Number	Vendor Name	Total Vendor Amount
05859	P.F. PETTIBONE & CO.	20.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218211	10/14/2025	20.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
188161	Officer ID	10/02/2025	10/02/2025	0.00	20.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1010	PACE ANALYTICAL SERVICES, LLC	3,279.70

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218212	10/14/2025	3,279.70

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
257228892	Outside testing - Land App	09/30/2025	09/30/2025	0.00	1,903.90

257228893	Outside Lab - NPDES Spec Cond	09/30/2025	09/30/2025	0.00	824.70
257228894	Outside Lab - Fluoride	09/30/2025	09/30/2025	0.00	180.00
257228895	Outside lab - Lead and Copper	09/30/2025	09/30/2025	0.00	35.00
257228896	Outside lab - Rochelle WW	09/30/2025	09/30/2025	0.00	336.10

Vendor Number 09882 **Vendor Name** PHILLIPS, VERONICA **Total Vendor Amount** 3,341.60

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218213	10/14/2025	3,341.60

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1738	Janitorial - City Hall	10/01/2025	10/01/2025	0.00	3,341.60

Vendor Number 10644 **Vendor Name** PLAYERS GOLF CARS, INC. **Total Vendor Amount** 845.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218214	10/14/2025	845.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
27138	outing carts	10/01/2025	10/01/2025	0.00	845.00

Vendor Number 09003 **Vendor Name** POTTS, MARK **Total Vendor Amount** 2,000.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218215	10/14/2025	2,000.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1	WWTP - Pressure washing	09/15/2025	09/15/2025	0.00	2,000.00

Vendor Number 08461 **Vendor Name** POWER SYSTEM ENGINEERING, INC. **Total Vendor Amount** 787.50

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218216	10/14/2025	787.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
90060783	General Distribution/SCADA	10/01/2025	10/01/2025	0.00	787.50

Vendor Number 00554 **Vendor Name** PRINTING ETC., INC. **Total Vendor Amount** 797.67

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218217	10/14/2025	797.67

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
25-0220	UB Swag Items	09/24/2025	09/24/2025	0.00	797.67

Vendor Number 01642 **Vendor Name** RAY O'HERRON CO. INC **Total Vendor Amount** 2,682.83

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218218	10/14/2025	2,682.83

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2436862	New Officer Uniforms	10/01/2025	10/01/2025	0.00	1,118.40
2436964	New Officer Uniforms	10/02/2025	10/02/2025	0.00	297.84
2437847	New Officer Uniforms	10/07/2025	10/07/2025	0.00	731.31
24737271	New Officer Uniforms	10/03/2025	10/03/2025	0.00	535.28

Vendor Number 10114 **Vendor Name** REDFORD DATA SERVICES LLC **Total Vendor Amount** 4,800.38

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218219	10/14/2025	4,800.38

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
505	Scada Services	10/06/2025	10/06/2025	0.00	4,800.38

Vendor Number	Vendor Name	Total Vendor Amount
10207	ROCHELLE ACE HARDWARE	3,443.84

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218220	10/14/2025	15.29

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
093025-AIRPORT2	disposable shop rags	09/30/2025	09/30/2025	0.00	15.29

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218221	10/14/2025	3,428.55

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
093025-CEMETERY	Supplies and tools for PW	09/30/2025	09/30/2025	0.00	73.89
093025-CUSTOMER SERVICE	UB Hayble Supplies	09/30/2025	09/30/2025	0.00	87.52
093025-ELEC DIST	Op Sup/Tools/Bldg Sup/Janitorial Sup	09/30/2025	09/30/2025	0.00	268.24
093025-ELEC GEN	MISC SHOP SUPPLIES HARDWARE	09/30/2025	09/30/2025	0.00	214.42
093025-FIRE	Building supplies	09/30/2025	09/30/2025	0.00	12.22
093025-FIRE2	Building supplies	09/30/2025	09/30/2025	0.00	278.19
093025-STREETS	Supplies & Tools for Public Works Operations	09/30/2025	09/30/2025	0.00	319.36
093025-WATER	W/WR Supplies	09/30/2025	09/30/2025	0.00	2,174.71

Vendor Number	Vendor Name	Total Vendor Amount
00508	ROCHELLE COMMUNITY HOSPITAL	1,109.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218223	10/14/2025	1,109.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
00010783-00	MEDICAL SERVICES	09/30/2025	09/30/2025	0.00	1,109.00

Vendor Number	Vendor Name	Total Vendor Amount
00506	ROCHELLE IL CHAMBER OF COMMERCE	240.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218224	10/14/2025	240.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9363-2	Leadership Academy	09/22/2025	09/22/2025	0.00	240.00

Vendor Number	Vendor Name	Total Vendor Amount
00596	ROCHELLE MUNICIPAL UTILITIES	87,474.86

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218225	10/14/2025	87,474.86

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
093025	Utilities	09/30/2025	09/30/2025	0.00	87,474.86

Vendor Number	Vendor Name	Total Vendor Amount
10412	ROGDE, ANDY	280.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218227	10/14/2025	280.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100925	Utility Expo Travel	10/09/2025	10/09/2025	0.00	280.00

Vendor Number	Vendor Name	Total Vendor Amount
03838	RON'S TOWING	500.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218228	10/14/2025	500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6826	Vehicle Towing	09/20/2025	09/20/2025	0.00	250.00
6827	Towing	10/05/2025	10/05/2025	0.00	250.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1418	RUNNINGS SUPPLY INC	1,532.43

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218229	10/14/2025	1,532.43

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1210927	Bottled water	08/22/2025	08/22/2025	0.00	17.34
1222483	Carb Cleaner/Pliers	09/30/2025	09/30/2025	0.00	38.41
1222597	Drinking Water 24pk	10/01/2025	10/01/2025	0.00	14.45

1222609	Milwaukee Impac/ChainsawBattery and Packout Kit	10/01/2025	10/01/2025	0.00	1,198.21
1222849	Shovels/Spade	10/02/2025	10/02/2025	0.00	118.97
1222856	Socket Set/motomix/Ratchet/Extension	10/02/2025	10/02/2025	0.00	108.06
1223136	Tarp	10/03/2025	10/03/2025	0.00	36.99

Vendor Number 09249 **Vendor Name** S&P GLOBAL RATINGS **Total Vendor Amount** 5,500.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218230	10/14/2025	5,500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11504796	ANNUAL SURVEILLANCE FEE	10/06/2025	10/06/2025	0.00	5,500.00

Vendor Number 07156 **Vendor Name** SAUK VALLEY MEDIA **Total Vendor Amount** 35.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218231	10/14/2025	35.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
092510219617	American Hero Ad	09/30/2025	09/30/2025	0.00	35.00

Vendor Number 07322 **Vendor Name** SERVICE CONCEPTS, INC. **Total Vendor Amount** 815.17

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218232	10/14/2025	815.17

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
35257P	Bearing replacemnet in water cooling motor	10/01/2025	10/01/2025	0.00	815.17

Vendor Number INC1308 **Vendor Name** SILVA, BART **Total Vendor Amount** 906.80

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218233	10/14/2025	906.80

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
091925	Training Reimbursement	09/19/2025	09/19/2025	0.00	906.80

Vendor Number 10894 **Vendor Name** SLATE ROCK FR **Total Vendor Amount** 929.57

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218234	10/14/2025	929.57

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
94231	FR Clothing	10/07/2025	10/07/2025	0.00	597.93
94273	FR Clothing	10/08/2025	10/08/2025	0.00	331.64

Vendor Number 08023 **Vendor Name** SYNDEO NETWORKS, INC. **Total Vendor Amount** 13,539.21

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218235	10/14/2025	13,539.21

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
SN025378	Admin Phone Lines	09/01/2025	09/01/2025	0.00	678.69
SN025513	Internet Bandwith & Voip Trunks	10/01/2025	10/01/2025	0.00	12,860.52

Vendor Number 03263 **Vendor Name** TALLMAN EQUIPMENT COMPANY, INC. **Total Vendor Amount** 218.01

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218236	10/14/2025	218.01

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3448120	Hot Stick Holder	10/07/2025	10/07/2025	0.00	218.01

Vendor Number 06794 **Vendor Name** TDG COMMUNICATIONS, INC. **Total Vendor Amount** 6,875.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218237	10/14/2025	6,875.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
18877	Tourism Website	09/30/2025	09/30/2025	0.00	6,000.00

18956	Website Updates	09/28/2025	09/28/2025	0.00	875.00	

Vendor Number 05866 **Vendor Name** THE CYPRESS HOUSE **Total Vendor Amount** 175.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218238	10/14/2025	175.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
000367	UB Customer Service Week Flowers	10/08/2025	10/08/2025	0.00	175.00

Vendor Number INC1704 **Vendor Name** THE LAW OFFICE OF DEANNA ROSENBAUM HALL, LLC **Total Vendor Amount** 3,869.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218239	10/14/2025	3,869.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
009	Legal	10/06/2025	10/06/2025	0.00	3,869.00

Vendor Number INC1805 **Vendor Name** THERMA-STOR LLC **Total Vendor Amount** 34.89

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218240	10/14/2025	34.89

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3204383 RI-COR	Probe	09/19/2025	09/19/2025	0.00	34.89

Vendor Number 08076 **Vendor Name** TOLIVER, BLAKE **Total Vendor Amount** 280.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218241	10/14/2025	280.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100925	Utility Expo Reimbursement	10/09/2025	10/09/2025	0.00	280.00

Vendor Number 08658 **Vendor Name** TRUGREEN PROCESSING CENTER **Total Vendor Amount** 1,790.59

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218242	10/14/2025	1,790.59

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
216791137	Vegitation control for Cemetery grounds	09/23/2025	09/23/2025	0.00	1,790.59

Vendor Number 10785 **Vendor Name** TYLER TECHNOLOGIES, INC **Total Vendor Amount** 15,026.05

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218243	10/14/2025	15,026.05

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
025-530194	UB Tyler U Class	09/30/2025	09/30/2025	0.00	450.00
025-530647	CREDIT CARD FEES	09/30/2025	09/30/2025	0.00	14,431.25
025-531114	UB Smart Meter Portal Fees	09/30/2025	09/30/2025	0.00	144.80

Vendor Number 00991 **Vendor Name** USA BLUEBOOK **Total Vendor Amount** 555.25

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218244	10/14/2025	555.25

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV00849668	Coil, Injection Quill	10/07/2025	10/07/2025	0.00	237.59
INV00849960	Lab Supplies	10/07/2025	10/07/2025	0.00	317.66

Vendor Number INC1757 **Vendor Name** VCNA PRAIRIE LLC **Total Vendor Amount** 5,748.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218245	10/14/2025	5,748.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
892190711	QZ improvements at 1st Ave/BNSF RR	09/17/2025	09/17/2025	0.00	2,116.00
892204479	QZ improvements at Caron Road and UPRR	09/24/2025	09/24/2025	0.00	1,150.00
892218843	Sidewalk repairs downtown	10/01/2025	10/01/2025	0.00	826.00

892224462	QZ improvements at 9th S/UPRRt concrete materials	10/03/2025	10/03/2025	0.00	1,656.00	

Vendor Number 08103 **Vendor Name** VILLAGE OF ROMEOVILLE FIRE ACADEMY **Total Vendor Amount** 900.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218246	10/14/2025	900.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2025-663	Plaza rope ops	09/12/2025	09/12/2025	0.00	900.00

Vendor Number INC1607 **Vendor Name** WARNING LITES OF SOUTHERN ILLINOIS **Total Vendor Amount** 1,273.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218247	10/14/2025	1,273.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
39226	Traffic signs and suppiles	10/06/2025	10/06/2025	0.00	1,273.00

Vendor Number 00663 **Vendor Name** WESCO RECEIVABLES CORP **Total Vendor Amount** 9,540.72

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218248	10/14/2025	9,540.72

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
344367	holophane Fixtures	09/22/2025	09/22/2025	0.00	9,540.72

Vendor Number INC1375 **Vendor Name** WHITE CAP L.P. **Total Vendor Amount** 256.43

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218249	10/14/2025	256.43

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
50033480229	Supplies tools for concrete work	09/23/2025	09/23/2025	0.00	256.43

Vendor Number 00828 **Vendor Name** WILLETT, HOFMANN & ASSOC., INC **Total Vendor Amount** 3,792.75

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218250	10/14/2025	3,792.75

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
34285	Flagg Rd and 20th PH2 Engineering design add svcs	09/25/2023	09/25/2023	0.00	1,081.80
34636	Flagg Rd and 20th PH2 Engineering design add svcs	10/31/2023	10/31/2023	0.00	2,710.95

Vendor Number 04184 **Vendor Name** WITTENBERG, MATTHEW **Total Vendor Amount** 425.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218251	10/14/2025	425.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
091225	Training Reimbursement	09/12/2025	09/12/2025	0.00	350.00
092425	Training Reimbursement	09/24/2025	09/24/2025	0.00	75.00

Vendor Number 01647 **Vendor Name** WRHL **Total Vendor Amount** 1,906.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218252	10/14/2025	1,906.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
197-00078-0001	Hub Football Games	09/30/2025	09/30/2025	0.00	180.00
1996-00126-0005	Hub Football Games	09/30/2025	09/30/2025	0.00	10.00
1996-00143-0000	Fiesta Hispana Ads	09/12/2025	09/12/2025	0.00	295.00
1996-00144-0000	Outdoor Market Ads	09/19/2025	09/19/2025	0.00	295.00
1996-00145-0000	Outdoor Market Ads	09/26/2025	09/26/2025	0.00	295.00
653-00060-0005	ad	09/30/2025	09/30/2025	0.00	416.00
653-00061-0005	ad	09/30/2025	09/30/2025	0.00	10.00
653-00066-0001	Advertising	09/30/2025	09/30/2025	0.00	225.00
653-00067-0001	Advertising	09/30/2025	09/30/2025	0.00	180.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	56	31	0.00	188,540.22
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Allocated Cash	Check	60	27	0.00	142,041.72
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Allocated Cash	Check	132	60	0.00	320,914.17
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
	Packet Totals:	**248**	**121**	**0.00**	**651,496.11**

Cash Fund Summary

Fund	Name		Amount
91	Cash Allocation		-651,496.11
		Packet Totals:	**-651,496.11**

Rochelle, IL

Payment Register

APPKT04783 - Check Run 10/20/25

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Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name	Total Vendor Amount
	Void	0.00

Payment Type	Payment Number	Payment Date	Payment Amount
**Void Check	218265	10/20/2025	0.00

Vendor Number	Vendor Name	Total Vendor Amount
09604	ADVANCED TURF SOLUTIONS	405.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218262	10/20/2025	405.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
SO1403008	seeed for new tees	10/04/2025	10/04/2025	0.00	405.00

Vendor Number	Vendor Name	Total Vendor Amount
06620	AIR ONE EQUIPMENT, INC.	280.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218263	10/20/2025	280.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
227207	extractor soap	10/07/2025	10/07/2025	0.00	280.00

Vendor Number	Vendor Name	Total Vendor Amount
10663	AMAZON CAPITAL SERVICES	1,712.14

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218264	10/20/2025	1,712.14

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
167Y-3P3Y-DYJF	SAFETY SUPPLIES	09/02/2025	09/02/2025	0.00	173.40
16Y7-M4CF-7G3V	Coffee pots and chalk markers	10/09/2025	10/09/2025	0.00	52.68
19QP-136L-31WY	Shop tools	10/14/2025	10/14/2025	0.00	15.99
1FHF-T9QK-JFKH	UB Office Supplies	10/08/2025	10/08/2025	0.00	57.09
1GD9-XH3M-P3XM	Amazon Capital Services	10/10/2025	10/10/2025	0.00	21.67
1GFN-PCMK-7LFJ	Water/Water Rec Supplies	10/15/2025	10/15/2025	0.00	420.77
1GYW-HLY1-QXNT	metal detector	10/10/2025	10/10/2025	0.00	179.99
1JW3-KTRW-VKWJ	Laptop Chargers	10/10/2025	10/10/2025	0.00	228.50
1RKM-FRK1-47RD	Fire prevention helmets	10/14/2025	10/14/2025	0.00	425.00
1XLH-616F-7MG3	Cable wire, Fishing Magnets, Duct Tape	10/15/2025	10/15/2025	0.00	28.35
1YPV-YWLC-CT1F	Operating Supplies	10/14/2025	10/14/2025	0.00	89.99
1YYG-1KRT-CFWC	Office supplies	10/09/2025	10/09/2025	0.00	18.71

Vendor Number	Vendor Name	Total Vendor Amount
00040	ANDERSON PLUMBING & HTG, INC	2,352.02

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218266	10/20/2025	2,352.02

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
120927	Comm Hangar Gas leak repair	10/10/2025	10/10/2025	0.00	2,352.02

Vendor Number	Vendor Name	Total Vendor Amount
01850	ANIXTER, INC	4,436.50

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218267	10/20/2025	4,436.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6246738-01	Maj Inv # 1464	10/09/2025	10/09/2025	0.00	2,149.95
6546541-01	Spring Washer/Curved Washer	10/10/2025	10/10/2025	0.00	321.10
6564862-00	7/16 Guy Strand	10/10/2025	10/10/2025	0.00	235.00
6564862-02	Min Inv # 2244	10/13/2025	10/13/2025	0.00	705.00

6569575-00	Min Inv # 233/273/274/951/1612	10/14/2025	10/14/2025	0.00	1,025.45	

Vendor Number 06906 **Vendor Name** BHMG ENGINEERS **Total Vendor Amount** 107,979.25

Payment Type Check **Payment Number** 218268 **Payment Date** 10/20/2025 **Payment Amount** 107,979.25

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
E02200-A-133	Ritchie to Centerpoint	09/30/2025	09/30/2025	0.00	77,645.10
E02201-133	Centerpoint Sub	09/30/2025	09/30/2025	0.00	22,793.96
E03422-CM-1001	Ritchie to CHS Line	09/30/2025	09/30/2025	0.00	1,834.23
E03554-138	Monthly Retainer	09/30/2025	09/30/2025	0.00	4,803.84
E03646-1002	New Turbine Install	09/30/2025	09/30/2025	0.00	902.12

Vendor Number 08113 **Vendor Name** CARUS LLC **Total Vendor Amount** 3,901.50

Payment Type Check **Payment Number** 218269 **Payment Date** 10/20/2025 **Payment Amount** 3,901.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
SLS 10123798	Carsuol - Landfill	10/09/2025	10/09/2025	0.00	3,901.50

Vendor Number 09112 **Vendor Name** CINTAS **Total Vendor Amount** 549.62

Payment Type Check **Payment Number** 218270 **Payment Date** 10/20/2025 **Payment Amount** 549.62

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4245956421	Floor Mats/Shop Towels	10/08/2025	10/08/2025	0.00	120.48
4245956438	Mats, Lab Coats, Towels	10/08/2025	10/08/2025	0.00	90.54
4245956516	Mats - RR Park	10/08/2025	10/08/2025	0.00	31.98
4246528811	MATS AND SHOP RAGS	10/14/2025	10/14/2025	0.00	306.62

Vendor Number 03707 **Vendor Name** CONSERV FS **Total Vendor Amount** 631.60

Payment Type Check **Payment Number** 218271 **Payment Date** 10/20/2025 **Payment Amount** 631.60

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
122016519	gas	10/09/2025	10/09/2025	0.00	377.30
122016520	diesel	10/09/2025	10/09/2025	0.00	254.30

Vendor Number INC1846 **Vendor Name** COUNTRY FINANCIAL **Total Vendor Amount** 102.47

Payment Type Check **Payment Number** 218272 **Payment Date** 10/20/2025 **Payment Amount** 102.47

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100225	Weiler, Patricia	10/02/2025	10/02/2025	0.00	102.47

Vendor Number 01720 **Vendor Name** CUMMINS SALES & SERVICE **Total Vendor Amount** 3,010.60

Payment Type Check **Payment Number** 218273 **Payment Date** 10/20/2025 **Payment Amount** 3,010.60

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
F2-251041315	E14 Check Engine Light Repair	10/13/2025	10/13/2025	0.00	1,418.50
F2-251041316	E9 Check Engine Light Repair	10/13/2025	10/13/2025	0.00	1,592.10

Vendor Number 05577 **Vendor Name** CUSTOMIZED ENERGY SOLUTION LTD **Total Vendor Amount** 4,984.98

Payment Type Check **Payment Number** 218274 **Payment Date** 10/20/2025 **Payment Amount** 4,984.98

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1092497	Sept 2025 PJM Auction Revenue Rights	10/14/2025	10/14/2025	0.00	4,984.98

Vendor Number	Vendor Name					Total Vendor Amount
INC1463	DETECTION INSTRUMENTS CORPORATION					2,118.22
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218275				10/20/2025	2,118.22
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
1002-62343	Logger	10/09/2025	10/09/2025	0.00	2,118.22	

Vendor Number	Vendor Name					Total Vendor Amount
INC1837	DPI CONSTRUCTION, INC.					500.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218276				10/20/2025	500.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
25-242-1	Construction-existing brick wall prep- pocket park	10/13/2025	10/13/2025	0.00	500.00	

Vendor Number	Vendor Name					Total Vendor Amount
INC1707	DREAMS COME TRUE EVENTS LLC					200.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218277				10/20/2025	200.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
48	Christmas Walk Entertainment	10/07/2025	10/07/2025	0.00	200.00	

Vendor Number	Vendor Name					Total Vendor Amount
10428	ENTERPRISE FM TRUST					5,064.52
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218278				10/20/2025	5,064.52
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
FBN5462328	EFM monthly lease payments for PWD vehicles	10/03/2025	10/03/2025	0.00	5,064.52	

Vendor Number	Vendor Name					Total Vendor Amount
03396	FASTENAL					221.52
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218279				10/20/2025	221.52
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
ILROH112036	12" Segmented Blade	10/08/2025	10/08/2025	0.00	221.52	

Vendor Number	Vendor Name					Total Vendor Amount
09108	FAULKS BROS CONSTRUCTION, INC.					859.01
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218280				10/20/2025	859.01
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
432603	sand	10/07/2025	10/07/2025	0.00	859.01	

Vendor Number	Vendor Name					Total Vendor Amount
04512	FEHR-GRAHAM & ASSOC.					18,672.25
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218281				10/20/2025	18,672.25
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
132512	Tower B Repainting	06/27/2025	06/27/2025	0.00	2,677.00	
132513	Well 8 Engineering	06/27/2025	06/27/2025	0.00	15,995.25	

Vendor Number	Vendor Name					Total Vendor Amount
03334	FERGUSON WATERWORKS #2516					989.18
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218282				10/20/2025	989.18
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
0781765	8" VALVE FOR PUMP ROOM	10/07/2025	10/07/2025	0.00	989.18	

Vendor Number	Vendor Name					Total Vendor Amount
09611	FIEGENSCHUH, JEFFREY					64.96
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218283				10/20/2025	64.96
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
101625	NIMPA MEETING MILEAGE	10/16/2025	10/16/2025	0.00	64.96	

Vendor Number	Vendor Name					Total Vendor Amount
00493	GROVERS SERVICES, LLC					6,400.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218284				10/20/2025	6,400.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
101325	Trimmed/Removed Trees Week of Oct 6th	10/13/2025	10/13/2025	0.00	6,400.00	

Vendor Number	Vendor Name					Total Vendor Amount
00246	HACH COMPANY					232.40
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218285				10/20/2025	232.40
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
14706788	Chlorine Chemkey	10/08/2025	10/08/2025	0.00	232.40	

Vendor Number	Vendor Name					Total Vendor Amount
02713	HANSON PROFESSIONAL SERVICES					24,844.47
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218286				10/20/2025	24,844.47
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
ARIV1014320	Parking lot project	04/22/2025	04/22/2025	0.00	24,844.47	

Vendor Number	Vendor Name					Total Vendor Amount
10256	HAWKINS, INC.					1,512.70
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218287				10/20/2025	1,512.70
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
7222859	Azone 15	10/10/2025	10/10/2025	0.00	1,452.70	
7226955	Chlorine Cylinders	10/15/2025	10/15/2025	0.00	60.00	

Vendor Number	Vendor Name					Total Vendor Amount
06754	HINCKLEY SPRINGS					266.79
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218288				10/20/2025	266.79
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
10905047 100225	Water Cooler	10/02/2025	10/02/2025	0.00	121.41	
18137527 100525	UB Water Cooler for 333	10/05/2025	10/05/2025	0.00	145.38	

Vendor Number	Vendor Name					Total Vendor Amount
01089	HUB-REMSEN PRINT GROUP					184.47
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218289				10/20/2025	184.47
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
13590	Envelopes	10/10/2025	10/10/2025	0.00	184.47	

Vendor Number	Vendor Name					Total Vendor Amount
09953	IKANO DSL					250.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218290				10/20/2025	250.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
17345150	Monthly Dial up Internet invoice	10/10/2025	10/10/2025	0.00	250.00	

Vendor Number	Vendor Name	Total Vendor Amount
05872	IL SECTION AWWA	170.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218291	10/20/2025	170.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
200101117	2025 Fall Regulatory Update- Jay M	10/15/2025	10/15/2025	0.00	170.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1304	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	7,685.50

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218292	10/20/2025	7,685.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100125	CLAIMS	10/01/2025	10/01/2025	0.00	7,685.50

Vendor Number	Vendor Name	Total Vendor Amount
05282	JOHNSON TRACTOR	355.52

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218293	10/20/2025	355.52

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IR12090	R270 repair parts	10/10/2025	10/10/2025	0.00	355.52

Vendor Number	Vendor Name	Total Vendor Amount
INC1847	KANN WINDOW CLEANING	140.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218294	10/20/2025	140.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
150863	Cleaned Windows 1030 S 7th St	10/03/2025	10/03/2025	0.00	140.00

Vendor Number	Vendor Name	Total Vendor Amount
01280	KOMLINE-SANDERSON	2,541.84

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218295	10/20/2025	2,541.84

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
42064130	Bearing Split	10/09/2025	10/09/2025	0.00	2,541.84

Vendor Number	Vendor Name	Total Vendor Amount
10224	LAI, LLC	19,323.68

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218296	10/20/2025	19,323.68

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
25-62224	Membrane Disc Diffuser, Pail, Retainer Ring	05/20/2025	05/20/2025	0.00	19,323.68

Vendor Number	Vendor Name	Total Vendor Amount
03239	LARGE CAR REBUILDERS, INC.	210.50

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218297	10/20/2025	210.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
18482	E12 Ford Expedition Graphics	10/14/2025	10/14/2025	0.00	210.50

Vendor Number	Vendor Name	Total Vendor Amount
00342	LAWSON PRODUCTS, INC.	352.81

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218298	10/20/2025	352.81

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9312893679	Stainless Hex Cap Screw	10/13/2025	10/13/2025	0.00	352.81

Payment Register **APPKT0478**

Vendor Number	Vendor Name	Total Vendor Amount
10563	MEDICARE PART B	401.66

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218299	10/20/2025	401.66

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100225	Weiler, Patricia	10/02/2025	10/02/2025	0.00	401.66

Vendor Number	Vendor Name	Total Vendor Amount
01726	MIDWEST MAILWORKS, INC	289.28

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218300	10/20/2025	289.28

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
257450	UB Complete Mailroom Service	10/08/2025	10/08/2025	0.00	289.28

Vendor Number	Vendor Name	Total Vendor Amount
INC1843	MILBURN, KELLY	200.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218301	10/20/2025	200.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100625	DJ - Cut the Square Event	10/06/2025	10/06/2025	0.00	200.00

Vendor Number	Vendor Name	Total Vendor Amount
00415	NAPA AUTO PARTS ROCHELLE	371.37

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218302	10/20/2025	75.84

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
108340	Little Fuse Solenoid	10/08/2025	10/08/2025	0.00	75.84

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218303	10/20/2025	149.74

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
106689	Relay	09/17/2025	09/17/2025	0.00	47.18
106706	Relay credit	09/12/2025	09/12/2025	0.00	-14.80
108790	Brake Clean	10/15/2025	10/15/2025	0.00	117.36

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218304	10/20/2025	145.79

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
108716	battery	10/14/2025	10/14/2025	0.00	145.79

Vendor Number	Vendor Name	Total Vendor Amount
01659	NICOR	633.60

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218305	10/20/2025	633.60

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
00874710007-101025	NICOR FOR FOR MAIN PLANT ENGINES	10/10/2025	10/10/2025	0.00	286.52
42790561023 100925	nicor proshop	10/09/2025	10/09/2025	0.00	59.80
64574710006-100925	NICOR GAS FOR PEAKER BUILDING	10/09/2025	10/09/2025	0.00	287.28

Vendor Number	Vendor Name	Total Vendor Amount
05461	NORTH CENTRAL LABORATORIES	390.01

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218306	10/20/2025	390.01

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
526599	BOD Standard 50mL	10/09/2025	10/09/2025	0.00	390.01

Vendor Number	Vendor Name	Total Vendor Amount
05859	P.F. PETTIBONE & CO.	39.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218307	10/20/2025	39.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
188174	New Officer ID's	10/07/2025	10/07/2025	0.00	39.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1110	PEST CONTROL CONSULTANTS ILLINOIS	230.05

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218308	10/20/2025	230.05

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
845877	Pest Control Spraying	10/09/2025	10/09/2025	0.00	58.85
846073	Pest Control - Substations	10/09/2025	10/09/2025	0.00	171.20

Vendor Number	Vendor Name	Total Vendor Amount
00693	PETTY CASH - POLICE DEPT	23.74

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218309	10/20/2025	23.74

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100825	Petty Cash Reimbursement	10/08/2025	10/08/2025	0.00	23.74

Vendor Number	Vendor Name	Total Vendor Amount
09332	POLLARD WATER	476.21

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218310	10/20/2025	476.21

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0298079	Hydrant Bag	10/07/2025	10/07/2025	0.00	476.21

Vendor Number	Vendor Name	Total Vendor Amount
09003	POTTS, MARK	4,500.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218311	10/20/2025	4,500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1-COR	Pressure Washing	09/15/2025	09/15/2025	0.00	2,000.00
2	Pressure washing	10/06/2025	10/06/2025	0.00	2,500.00

Vendor Number	Vendor Name	Total Vendor Amount
01154	PRESCOTT BROS. FORD	1,513.83

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218312	10/20/2025	1,513.83

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4936	F20 sensor	10/03/2025	10/03/2025	0.00	1,513.83

Vendor Number	Vendor Name	Total Vendor Amount
08906	PROFESSIONAL VEGETATION MANAGEMENT	10,205.41

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218313	10/20/2025	10,205.41

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2597	Vegetation Control/Pond Treatments	10/14/2025	10/14/2025	0.00	10,205.41

Vendor Number	Vendor Name	Total Vendor Amount
01642	RAY O'HERRON CO. INC	1,931.59

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218314	10/20/2025	1,931.59

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2438229	New Officer Uniforms	10/09/2025	10/09/2025	0.00	60.61
2438417	New Officer Uniforms	10/10/2025	10/10/2025	0.00	80.98
2438822	New Officer Uniforms	10/13/2025	10/13/2025	0.00	895.00
2439378	New Officer Uniforms	10/15/2025	10/15/2025	0.00	895.00

Vendor Number	Vendor Name	Total Vendor Amount
05634	RED WING SHOE STORE	412.23

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218315	10/20/2025	412.23

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2025101031357	Kaylee and jessica - Boots	10/10/2025	10/10/2025	0.00	412.23

Payment Register **APPKT0478**5

Vendor Number	Vendor Name					Total Vendor Amount
05517	REINDERS, INC.					344.60
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218316				10/20/2025	344.60
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
6083596-00	tire	10/13/2025	10/13/2025	0.00	344.60	

Vendor Number	Vendor Name					Total Vendor Amount
00496	RK DIXON CO.					165.30
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218317				10/20/2025	165.30
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
IN6145446	Copier Contract	10/14/2025	10/14/2025	0.00	165.30	

Vendor Number	Vendor Name					Total Vendor Amount
INC1418	RUNNINGS SUPPLY INC					160.83
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218318				10/20/2025	160.83
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
1222605	Full Trench Shovel	10/01/2025	10/01/2025	0.00	29.99	
1224920	Rope/Milwaukee Packout/Blade set	10/09/2025	10/09/2025	0.00	123.05	
1225011	Windsock repair	10/09/2025	10/09/2025	0.00	7.79	

Vendor Number	Vendor Name					Total Vendor Amount
07322	SERVICE CONCEPTS, INC.					606.05
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218319				10/20/2025	606.05
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
35291P	Pump repair	10/08/2025	10/08/2025	0.00	606.05	

Vendor Number	Vendor Name					Total Vendor Amount
03263	TALLMAN EQUIPMENT COMPANY, INC.					5,751.26
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218320				10/20/2025	5,751.26
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
3448762	Fiberglass Testing/Resurfacing	10/10/2025	10/10/2025	0.00	5,751.26	

Vendor Number	Vendor Name					Total Vendor Amount
06662	THE BLUE LINE					397.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218321				10/20/2025	397.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
48235	Now Hiring Ad	10/15/2025	10/15/2025	0.00	397.00	

Vendor Number	Vendor Name					Total Vendor Amount
07262	TOTAL WATER TREATMENT SYSTEMS					32.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218322				10/20/2025	32.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
0004035	Di Service	09/30/2025	09/30/2025	0.00	32.00	

Vendor Number	Vendor Name					Total Vendor Amount
04522	TURNER, DEBBIE					1,940.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218323				10/20/2025	1,940.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
2863	JANITORIAL SERVICES	10/12/2025	10/12/2025	0.00	1,940.00	

Payment Register **APPKT0478**5

Vendor Number	Vendor Name					Total Vendor Amount
06269	UNITED RENTALS					2,164.44
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218324				10/20/2025	2,164.44
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
253463955-001	Powered Buggy Rental	10/11/2025	10/11/2025	0.00	2,164.44	

Vendor Number	Vendor Name					Total Vendor Amount
00991	USA BLUEBOOK					210.49
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218325				10/20/2025	210.49
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
INV00855605	Orion pH Electrode Cleaning	10/14/2025	10/14/2025	0.00	210.49	

Vendor Number	Vendor Name					Total Vendor Amount
INC1757	VCNA PRAIRIE LLC					184.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218326				10/20/2025	184.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
892231855	20th Street stormwater sink hole repair	10/09/2025	10/09/2025	0.00	184.00	

Vendor Number	Vendor Name					Total Vendor Amount
INC1355	WATER SOLUTIONS UNLIMITED, INC					2,549.16
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218327				10/20/2025	2,549.16
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
7224115	Sodium Busulfite	10/13/2025	10/13/2025	0.00	2,549.16	

Vendor Number	Vendor Name					Total Vendor Amount
02259	WEST SIDE TRACTOR SALES CO					293.30
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218328				10/20/2025	293.30
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
237054	JD wheel Loader replacement mirror	10/09/2025	10/09/2025	0.00	293.30	

Vendor Number	Vendor Name					Total Vendor Amount
00828	WILLETT, HOFMANN & ASSOC., INC					223,213.64
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218329				10/20/2025	223,213.64
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
39761	Engineering Serv. Downtown Grant Project	10/13/2025	10/13/2025	0.00	223,213.64	

Vendor Number	Vendor Name					Total Vendor Amount
06107	WINTER EQUIPMENT COMPANY INC					5,500.56
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218330				10/20/2025	5,500.56
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
IV64817	Snow removal blades, hardware and supplies	10/08/2025	10/08/2025	0.00	5,500.56	

Vendor Number	Vendor Name					Total Vendor Amount
INC1433	WORKFORCE WELLNESS AND COMPLIANCE SOLUTION!					2,050.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	218331				10/20/2025	2,050.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
5254	Fit testing	10/10/2025	10/10/2025	0.00	2,050.00	

Payment Register **APPKT0478**5

Vendor Number	Vendor Name	Total Vendor Amount
01971	ZARNOTH BRUSH WORKS, INC	44.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	218332	10/20/2025	44.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0203794-IN	Street sweeper gutter brooms	10/03/2025	10/03/2025	0.00	44.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	108	70	0.00	490,730.63
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
	Packet Totals:	**108**	**71**	**0.00**	**490,730.63**

Cash Fund Summary

Fund	Name		Amount
91	Cash Allocation		-490,730.63
		Packet Totals:	**-490,730.63**

Rochelle, IL

Balance Sheet
Account Summary
As Of 09/30/2025

Account	Name	Balance	
Fund: 01 - General			
Assets			
Category: 1000 - Cash and Investments			
01-00-10110	Petty Cash	800.00	
01-00-10120	Flex Spending	5,612.20	
01-00-10121	Police K-9 Fund	33,867.13	
01-00-10122	Police Bond Fund	1,340.64	
01-00-10123	Police DUI Fund	40,623.66	
01-00-10124	Police Vehicle Fund	2,836.18	
01-00-10125	Police Drug Enforcement Fund	5,398.91	
01-00-10126	Illinois Funds - Cemetery	142,837.35	
01-00-10127	Illinois Funds - Taxes	10,491,344.87	
01-00-10129	Police E-Citation Fees	2,858.43	
01-00-11101	Allocated Cash	32,958.65	
	Total Category 1000 - Cash and Investments:	**10,760,478.02**	
Category: 1210 - Accounts Receivable			
01-00-12130	Ambulance Receivables	577,450.61	
01-00-12131	Miscellaneous Accounts Receivable	7,878.75	
01-00-12160	Property Tax Receivable	2,376,739.27	
01-00-12161	Accounts Receivable From Other Governn	1,005,492.81	
01-00-12162	Accounts Receivable	28,875.51	
	Total Category 1210 - Accounts Receivable:	**3,996,436.95**	
Category: 1212 - Customer Billing			
01-00-12120	Customer Billing	10,795.60	
01-00-12129	Collections Receivable	2,338.29	
	Total Category 1212 - Customer Billing:	**13,133.89**	
Category: 1600 - Prepaid Expenses			
01-00-16000	Prepaid Insurance	117,748.90	
	Total Category 1600 - Prepaid Expenses:	**117,748.90**	
	Total Assets:	**14,887,797.76**	**14,887,797.76**
Liability			
Category: 2110 - Accounts Payable			
01-00-21233	Health Insurance Payable	-12,412.57	
01-00-21234	Life Insurance	-1,479.08	
01-00-21262	Police Bonds Payable	-178.15	
01-00-21264	Dental & Vision Insurance	-12,015.98	
01-00-21300	Accounts Payable Allocation	68,335.06	
01-00-21902	Ambulance Fees Payable (MEDICAID OVE	148,561.79	
	Total Category 2110 - Accounts Payable:	**190,811.07**	
Category: 2200 - Accrued Payroll			
01-00-22001	Accrued Wages	53,005.82	
	Total Category 2200 - Accrued Payroll:	**53,005.82**	
Category: 2600 - Deferred Revenues			
01-00-26000	Deferred Revenue	2,376,739.27	
	Total Category 2600 - Deferred Revenues:	**2,376,739.27**	
	Total Liability:	**2,620,556.16**	
Equity			
Category: 2900 - Equity			
01-00-29100	Fund Balance (Reserved)	184,091.58	

Balance Sheet

Account	Name	Balance
01-00-29200	Fund Balance (Unreserved)	11,587,234.77
	Total Category 2900 - Equity:	**11,771,326.35**
	Total Beginning Equity:	**11,771,326.35**
Total Revenue		11,969,092.87
Total Expense		11,473,177.62
Revenues Over/Under Expenses		**495,915.25**
	Total Equity and Current Surplus (Deficit):	**12,267,241.60**
	Total Liabilities, Equity and Current Surplus (Deficit):	**14,887,797.76**

Balance Sheet

Account	Name	Balance	
Fund: 11 - Audit			
Assets			
Category: 1000 - Cash and Investments			
11-00-11101	Allocated Cash	-91.57	
	Total Category 1000 - Cash and Investments:	**-91.57**	
Category: 1210 - Accounts Receivable			
11-00-12160	Property Tax Receivable	30,991.85	
	Total Category 1210 - Accounts Receivable:	**30,991.85**	
	Total Assets:	**30,900.28**	**30,900.28**
Liability			
Category: 2600 - Deferred Revenues			
11-00-26000	Deferred Revenue	30,991.85	
	Total Category 2600 - Deferred Revenues:	**30,991.85**	
	Total Liability:	**30,991.85**	
Equity			
Category: 2900 - Equity			
11-00-29100	Fund Balance (Reserved)	1,630.62	
	Total Category 2900 - Equity:	**1,630.62**	
	Total Beginning Equity:	**1,630.62**	
Total Revenue		29,592.81	
Total Expense		31,315.00	
Revenues Over/Under Expenses		**-1,722.19**	
	Total Equity and Current Surplus (Deficit):	**-91.57**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**30,900.28**

Balance Sheet

Account	Name	Balance	
Fund: 12 - Insurance			
Assets			
Category: 1000 - Cash and Investments			
12-00-11101	Allocated Cash	129,245.53	
	Total Category 1000 - Cash and Investments:	**129,245.53**	
Category: 1210 - Accounts Receivable			
12-00-12160	Property Tax Receivable	385,012.86	
	Total Category 1210 - Accounts Receivable:	**385,012.86**	
Category: 1600 - Prepaid Expenses			
12-00-16000	Prepaid Insurance	69,704.65	
	Total Category 1600 - Prepaid Expenses:	**69,704.65**	
	Total Assets:	**583,963.04**	**583,963.04**
Liability			
Category: 2600 - Deferred Revenues			
12-00-26000	Deferred Revenue	385,012.86	
	Total Category 2600 - Deferred Revenues:	**385,012.86**	
	Total Liability:	**385,012.86**	
Equity			
Category: 2900 - Equity			
12-00-29100	Fund Balance (Reserved)	124,557.82	
	Total Category 2900 - Equity:	**124,557.82**	
	Total Beginning Equity:	**124,557.82**	
Total Revenue		367,599.75	
Total Expense		293,207.39	
Revenues Over/Under Expenses		**74,392.36**	
	Total Equity and Current Surplus (Deficit):	**198,950.18**	
		Total Liabilities, Equity and Current Surplus (Deficit):	**583,963.04**

Balance Sheet

Account	Name	Balance	
Fund: 13 - Illinois Municipal Fund			
Assets			
Category: 1000 - Cash and Investments			
13-00-11101	Allocated Cash	69,194.18	
	Total Category 1000 - Cash and Investments:	**69,194.18**	
Category: 1210 - Accounts Receivable			
13-00-12160	Property Tax Receivable	99,985.22	
	Total Category 1210 - Accounts Receivable:	**99,985.22**	
	Total Assets:	**169,179.40**	**169,179.40**
Liability			
Category: 2600 - Deferred Revenues			
13-00-26000	Deferred Revenue	99,985.22	
	Total Category 2600 - Deferred Revenues:	**99,985.22**	
	Total Liability:	**99,985.22**	
Equity			
Category: 2900 - Equity			
13-00-29100	Fund Balance (Reserved)	69,076.87	
	Total Category 2900 - Equity:	**69,076.87**	
	Total Beginning Equity:	**69,076.87**	
Total Revenue		117,898.82	
Total Expense		117,781.51	
Revenues Over/Under Expenses		**117.31**	
	Total Equity and Current Surplus (Deficit):	**69,194.18**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**169,179.40**

Balance Sheet

Account	Name	Balance	
Fund: 14 - Social Security			
Assets			
Category: 1000 - Cash and Investments			
14-00-11101	Allocated Cash	49,956.52	
	Total Category 1000 - Cash and Investments:	**49,956.52**	
Category: 1210 - Accounts Receivable			
14-00-12160	Property Tax Receivable	289,992.83	
	Total Category 1210 - Accounts Receivable:	**289,992.83**	
	Total Assets:	**339,949.35**	**339,949.35**
Liability			
Category: 2600 - Deferred Revenues			
14-00-26000	Deferred Revenue	289,992.83	
	Total Category 2600 - Deferred Revenues:	**289,992.83**	
	Total Liability:	**289,992.83**	
Equity			
Category: 2900 - Equity			
14-00-29100	Fund Balance (Reserved)	-17,988.87	
	Total Category 2900 - Equity:	**-17,988.87**	
	Total Beginning Equity:	**-17,988.87**	
Total Revenue		276,878.88	
Total Expense		208,933.49	
Revenues Over/Under Expenses		**67,945.39**	
	Total Equity and Current Surplus (Deficit):	**49,956.52**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**339,949.35**

Balance Sheet

Account	Name	Balance	
Fund: 15 - Ambulance			
Assets			
Category: 1000 - Cash and Investments			
15-00-10130	Central Bank CD	655,378.19	
15-00-11101	Allocated Cash	252,621.11	
	Total Category 1000 - Cash and Investments:	**907,999.30**	
Category: 1210 - Accounts Receivable			
15-00-12108	Interest & Dividends Receivable	2,062.02	
	Total Category 1210 - Accounts Receivable:	**2,062.02**	
	Total Assets:	**910,061.32**	**910,061.32**
Liability			
Category: 2110 - Accounts Payable			
15-00-21300	Accounts Payable Allocation	22,461.25	
	Total Category 2110 - Accounts Payable:	**22,461.25**	
	Total Liability:	**22,461.25**	
Equity			
Category: 2900 - Equity			
15-00-29100	Fund Balance (Reserved)	770,447.07	
	Total Category 2900 - Equity:	**770,447.07**	
	Total Beginning Equity:	**770,447.07**	
Total Revenue		155,467.43	
Total Expense		38,314.43	
Revenues Over/Under Expenses		**117,153.00**	
	Total Equity and Current Surplus (Deficit):	**887,600.07**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**910,061.32**

Balance Sheet

Account	Name	Balance	
Fund: 16 - Eastern Gateway TIF			
Assets			
Category: 1000 - Cash and Investments			
16-00-11101	Allocated Cash	-16,181.57	
	Total Category 1000 - Cash and Investments:	**-16,181.57**	
	Total Assets:	**-16,181.57**	**-16,181.57**
Liability			
	Total Liability:	**0.00**	
Equity			
Category: 2900 - Equity			
16-00-29200	Fund Balance (Reserved)	-28,942.47	
	Total Category 2900 - Equity:	**-28,942.47**	
	Total Beginning Equity:	**-28,942.47**	
Total Revenue		17,018.96	
Total Expense		4,258.06	
Revenues Over/Under Expenses		**12,760.90**	
	Total Equity and Current Surplus (Deficit):	**-16,181.57**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**-16,181.57**

Balance Sheet

Account	Name	Balance	
Fund: 17 - Motor Fuel Tax			
Assets			
Category: 1000 - Cash and Investments			
17-00-10100	Illinois Funds - Motor Fuel Tax	2,190,333.85	
17-00-11101	Allocated Cash	-1,271,633.95	
	Total Category 1000 - Cash and Investments:	**918,699.90**	
Category: 1210 - Accounts Receivable			
17-00-12163	Accounts Receivable From Other Governn	35,470.60	
	Total Category 1210 - Accounts Receivable:	**35,470.60**	
	Total Assets:	**954,170.50**	**954,170.50**
Liability			
	Total Liability:	**0.00**	
Equity			
Category: 2900 - Equity			
17-00-29100	Fund Balance (Reserved)	569,688.32	
	Total Category 2900 - Equity:	**569,688.32**	
	Total Beginning Equity:	**569,688.32**	
Total Revenue		384,482.18	
Total Expense		0.00	
Revenues Over/Under Expenses		**384,482.18**	
	Total Equity and Current Surplus (Deficit):	**954,170.50**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**954,170.50**

Balance Sheet

Account	Name	Balance	
Fund: 18 - Utility Tax			
Assets			
Category: 1000 - Cash and Investments			
18-00-11101	Allocated Cash	306,432.16	
	Total Category 1000 - Cash and Investments:	**306,432.16**	
Category: 1210 - Accounts Receivable			
18-00-12168	Utility Tax Receivable	63,300.55	
	Total Category 1210 - Accounts Receivable:	**63,300.55**	
	Total Assets:	**369,732.71**	**369,732.71**
Liability			
	Total Liability:	**0.00**	
Equity			
Category: 2900 - Equity			
18-00-29200	Fund Balance (Reserved)	377,431.30	
	Total Category 2900 - Equity:	**377,431.30**	
	Total Beginning Equity:	**377,431.30**	
Total Revenue		554,939.20	
Total Expense		562,637.79	
Revenues Over/Under Expenses		**-7,698.59**	
	Total Equity and Current Surplus (Deficit):	**369,732.71**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**369,732.71**

Balance Sheet

Account	Name	Balance	
Fund: 19 - Hotel-Motel Tax			
Assets			
Category: 1000 - Cash and Investments			
19-00-10160	Stillman Bank 6 m CD	215,161.95	
19-00-11101	Allocated Cash	76,706.87	
	Total Category 1000 - Cash and Investments:	**291,868.82**	
Category: 1210 - Accounts Receivable			
19-00-12100	Accounts Receivable	41,257.28	
19-00-12108	Interest & Dividends Rreceivable	2,666.83	
19-00-12131	Miscellaneous Accounts Receivable	1,737.76	
	Total Category 1210 - Accounts Receivable:	**45,661.87**	
	Total Assets:	**337,530.69**	**337,530.69**
Liability			
Category: 2110 - Accounts Payable			
19-00-21300	Accounts Payable Allocation	7,804.00	
	Total Category 2110 - Accounts Payable:	**7,804.00**	
Category: 2200 - Accrued Payroll			
19-00-22000	Wage Payable	117.26	
19-00-22010	Accrued Benefits	69.57	
	Total Category 2200 - Accrued Payroll:	**186.83**	
	Total Liability:	**7,990.83**	
Equity			
Category: 2900 - Equity			
19-00-29100	Fund Balance (Reserved)	395,261.83	
	Total Category 2900 - Equity:	**395,261.83**	
	Total Beginning Equity:	**395,261.83**	
Total Revenue		250,733.84	
Total Expense		316,455.81	
Revenues Over/Under Expenses		**-65,721.97**	
	Total Equity and Current Surplus (Deficit):	**329,539.86**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**337,530.69**

Balance Sheet

Account	Name	Balance	
Fund: 20 - Sales Tax			
Assets			
Category: 1000 - Cash and Investments			
20-00-10100	Illinois Funds - Non Home Rule Sales Tax	3,055,490.62	
20-00-11101	Allocated Cash	-1,879,078.89	
	Total Category 1000 - Cash and Investments:	**1,176,411.73**	
Category: 1210 - Accounts Receivable			
20-00-12167	Sales Tax Receivable	369,280.99	
	Total Category 1210 - Accounts Receivable:	**369,280.99**	
	Total Assets:	**1,545,692.72**	**1,545,692.72**
Liability			
	Total Liability:	**0.00**	
Equity			
Category: 2900 - Equity			
20-00-29200	Fund Balance (Reserved)	1,191,035.29	
	Total Category 2900 - Equity:	**1,191,035.29**	
	Total Beginning Equity:	**1,191,035.29**	
Total Revenue		1,280,556.82	
Total Expense		925,899.39	
Revenues Over/Under Expenses		**354,657.43**	
	Total Equity and Current Surplus (Deficit):	**1,545,692.72**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**1,545,692.72**

Balance Sheet

Account	Name	Balance	
Fund: 21 - Lighthouse Pointe TIF			
Assets			
Category: 1000 - Cash and Investments			
21-00-10160	Stillman Bank 6 m CD	537,904.91	
21-00-11101	Allocated Cash	1,308,727.66	
	Total Category 1000 - Cash and Investments:	**1,846,632.57**	
Category: 1210 - Accounts Receivable			
21-00-12108	Interest & Dividends Receivable	6,667.07	
	Total Category 1210 - Accounts Receivable:	**6,667.07**	
	Total Assets:	**1,853,299.64**	**1,853,299.64**
Liability			
	Total Liability:	**0.00**	
Equity			
Category: 2900 - Equity			
21-00-29200	Fund Balance (Reserved)	1,280,553.79	
	Total Category 2900 - Equity:	**1,280,553.79**	
	Total Beginning Equity:	**1,280,553.79**	
Total Revenue		698,214.80	
Total Expense		125,468.95	
Revenues Over/Under Expenses		**572,745.85**	
	Total Equity and Current Surplus (Deficit):	**1,853,299.64**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**1,853,299.64**

Balance Sheet

Account	Name	Balance	
Fund: 22 - Foreign Fire Insurance			
Assets			
Category: 1000 - Cash and Investments			
22-00-10100	Foreign Fire Insurance	25,077.49	
	Total Category 1000 - Cash and Investments:	**25,077.49**	
	Total Assets:	**25,077.49**	**25,077.49**
Liability			
	Total Liability:	**0.00**	
Equity			
Category: 2900 - Equity			
22-00-29100	Fund Balance (Reserved)	49,631.97	
	Total Category 2900 - Equity:	**49,631.97**	
	Total Beginning Equity:	**49,631.97**	
Total Revenue		1,308.54	
Total Expense		25,863.02	
Revenues Over/Under Expenses		**-24,554.48**	
	Total Equity and Current Surplus (Deficit):	**25,077.49**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**25,077.49**

Balance Sheet

Account	Name	Balance	
Fund: 23 - Downtown & Southern Gateway TIF			
Assets			
Category: 1000 - Cash and Investments			
23-00-11101	Allocated Cash	1,135,493.51	
	Total Category 1000 - Cash and Investments:	**1,135,493.51**	
Category: 1100 - Restricted Assets			
23-00-11017	Downtown TIF Bond	2,562,954.39	
	Total Category 1100 - Restricted Assets:	**2,562,954.39**	
Category: 1210 - Accounts Receivable			
23-00-12190	Grant Receivable	34,020.00	
	Total Category 1210 - Accounts Receivable:	**34,020.00**	
	Total Assets:	**3,732,467.90**	**3,732,467.90**
Liability			
Category: 2110 - Accounts Payable			
23-00-21300	Accounts Payable Allocation	86,118.60	
	Total Category 2110 - Accounts Payable:	**86,118.60**	
Category: 2600 - Deferred Revenues			
23-00-26000	Deferred Revenue	34,020.00	
	Total Category 2600 - Deferred Revenues:	**34,020.00**	
	Total Liability:	**120,138.60**	
Equity			
Category: 2900 - Equity			
23-00-29200	Fund Balance (Reserved)	2,627,875.45	
	Total Category 2900 - Equity:	**2,627,875.45**	
	Total Beginning Equity:	**2,627,875.45**	
Total Revenue		2,015,747.86	
Total Expense		1,031,294.01	
Revenues Over/Under Expenses		**984,453.85**	
	Total Equity and Current Surplus (Deficit):	**3,612,329.30**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**3,732,467.90**

Balance Sheet

Account	Name	Balance	
Fund: 24 - Overweight Truck Permit			
Assets			
Category: 1000 - Cash and Investments			
24-00-10130	Central Bank CD	54,547.93	
24-00-11101	Allocated Cash	95,758.24	
	Total Category 1000 - Cash and Investments:	**150,306.17**	
Category: 1210 - Accounts Receivable			
24-00-12108	Interest & Dividends Receivable	171.62	
	Total Category 1210 - Accounts Receivable:	**171.62**	
	Total Assets:	**150,477.79**	**150,477.79**
Liability			
Category: 9999 - History			
24-00-21902	OTF Overpayments From County	1,765.50	
	Total Category 9999 - History:	**1,765.50**	
	Total Liability:	**1,765.50**	
Equity			
Category: 2900 - Equity			
24-00-29200	Fund Balance (Reserved)	119,260.25	
	Total Category 2900 - Equity:	**119,260.25**	
	Total Beginning Equity:	**119,260.25**	
Total Revenue		29,452.04	
Total Expense		0.00	
Revenues Over/Under Expenses		**29,452.04**	
	Total Equity and Current Surplus (Deficit):	**148,712.29**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**150,477.79**

Balance Sheet

Account	Name	Balance	
Fund: 25 - Northern Gateway TIF			
Assets			
Category: 1000 - Cash and Investments			
25-00-11101	Allocated Cash	277,093.32	
	Total Category 1000 - Cash and Investments:	**277,093.32**	
	Total Assets:	**277,093.32**	**277,093.32**
Liability			
	Total Liability:	**0.00**	
Equity			
Category: 2900 - Equity			
25-00-29200	Fund Balance (Reserved)	137,135.74	
	Total Category 2900 - Equity:	**137,135.74**	
	Total Beginning Equity:	**137,135.74**	
Total Revenue		229,786.40	
Total Expense		89,828.82	
Revenues Over/Under Expenses		**139,957.58**	
	Total Equity and Current Surplus (Deficit):	**277,093.32**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**277,093.32**

Balance Sheet

Account	Name	Balance	
Fund: 36 - Capital Improvement			
Assets			
Category: 1000 - Cash and Investments			
36-00-11101	Allocated Cash	-190,156.36	
	Total Category 1000 - Cash and Investments:	**-190,156.36**	
	Total Assets:	**-190,156.36**	**-190,156.36**
Liability			
Category: 2110 - Accounts Payable			
36-00-21100	Accounts Payable	38,160.98	
36-00-21300	Accounts Payable Allocation	154,213.60	
	Total Category 2110 - Accounts Payable:	**192,374.58**	
	Total Liability:	**192,374.58**	
Equity			
Category: 2900 - Equity			
36-00-29100	Fund Balance (Reserved)	-176,864.40	
	Total Category 2900 - Equity:	**-176,864.40**	
	Total Beginning Equity:	**-176,864.40**	
Total Revenue		2,765,275.05	
Total Expense		2,970,941.59	
Revenues Over/Under Expenses		**-205,666.54**	
	Total Equity and Current Surplus (Deficit):	**-382,530.94**	
		Total Liabilities, Equity and Current Surplus (Deficit):	**-190,156.36**

Balance Sheet

Account	Name	Balance	
Fund: 37 - Stormwater			
Assets			
Category: 1000 - Cash and Investments			
37-00-11101	Allocated Cash	133,126.33	
	Total Category 1000 - Cash and Investments:	**133,126.33**	
	Total Assets:	**133,126.33**	**133,126.33**
Liability			
	Total Liability:	**0.00**	
Equity			
Category: 2900 - Equity			
37-00-29200	Fund Balance (Unreserved)	146,741.39	
	Total Category 2900 - Equity:	**146,741.39**	
	Total Beginning Equity:	**146,741.39**	
Total Revenue		2,202.94	
Total Expense		15,818.00	
Revenues Over/Under Expenses		**-13,615.06**	
	Total Equity and Current Surplus (Deficit):	**133,126.33**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**133,126.33**

Balance Sheet

Account	Name	Balance	
Fund: 51 - Water			
Assets			
Category: 1000 - Cash and Investments			
51-00-10126	Illinois Funds - Water	1,643,059.85	
51-00-11101	Allocated Cash	347,757.10	
	Total Category 1000 - Cash and Investments:	**1,990,816.95**	
Category: 1210 - Accounts Receivable			
51-00-12130	Miscellaneous Accounts Receivable	3,395.34	
51-00-12140	Lease Receivable	1,027,534.93	
	Total Category 1210 - Accounts Receivable:	**1,030,930.27**	
Category: 1212 - Customer Billing			
51-00-12120	Customer Billing	282,991.55	
51-00-12125	Unbilled Accounts Receivable	65,738.00	
51-00-12129	Collections Receivable	25,921.99	
	Total Category 1212 - Customer Billing:	**374,651.54**	
Category: 1430 - 1430			
51-00-14300	Accum Prov For Uncollectible	-217,370.71	
	Total Category 1430 - 1430:	**-217,370.71**	
Category: 1500 - Capital Assets			
51-00-15100	General Plant	692,799.66	
51-00-15101	Land and Land Rights	257,914.69	
51-00-15102	Water Well # 11	4,537,805.60	
51-00-15103	Dist Reservoirs & Standpipes	953,208.22	
51-00-15104	Services	560,664.29	
51-00-15105	Water Mains	13,254,650.14	
51-00-15106	UPIS-Transportation Equipment	59,363.49	
51-00-15107	Water Valves	241,607.49	
51-00-15108	Water Hydrants	421,495.10	
51-00-15109	Water Well # 4	2,639,352.07	
51-00-15110	Water Well # 10	1,203,126.25	
51-00-15111	Miscellaneous Equipment	131,374.80	
51-00-15112	Water Well # 12	7,621,222.67	
51-00-15113	Water Well # 9	31,639.81	
51-00-15114	Land and Land Rights	14,610.47	
51-00-15115	Meters	887,620.67	
51-00-15116	Communication Equipment	17,599.00	
51-00-15120	Construction Work in Progress	2,413,486.86	
51-00-15122	Completed Const Not Classified	2,730,126.51	
51-00-15123	Accumulated Provision For Depr	-13,793,256.55	
51-00-15124	Water Well #8	256,891.10	
51-00-15306	Intangible Asset	92,569.52	
51-00-15336	Accum Amortization - Intangible Asset	-80,400.27	
51-00-15900	Asset Retirement Obligation	-465,300.00	
	Total Category 1500 - Capital Assets:	**24,680,171.59**	
Category: 1600 - Prepaid Expenses			
51-00-16000	Prepaid Insurance	31,365.26	
	Total Category 1600 - Prepaid Expenses:	**31,365.26**	
Category: 1900 - Deferred Assets			
51-00-19100	Deferred Outflows of Resources	173,759.09	
51-00-19101	Deferred Outflows - OPEB	31,225.00	
51-00-19102	Deferred Outflows - ARO	438,982.95	
	Total Category 1900 - Deferred Assets:	**643,967.04**	
	Total Assets:	**28,534,531.94**	**28,534,531.94**
Liability			
Category: 2110 - Accounts Payable			
51-00-21300	Accounts Payable Allocation	373,926.68	
	Total Category 2110 - Accounts Payable:	**373,926.68**	

Balance Sheet

Account	Name	Balance
Category: 2200 - Accrued Payroll		
51-00-22000	Wage Payable	4,732.54
51-00-22009	Accrued Vacation	109,278.44
51-00-22010	Accrued Benefits	2,702.07
	Total Category 2200 - Accrued Payroll:	**116,713.05**
Category: 2600 - Deferred Revenues		
51-00-26500	Lessor Deferred Inflow	950,060.44
	Total Category 2600 - Deferred Revenues:	**950,060.44**
Category: 2700 - Long-Term Liabilities		
51-00-27102	IEPA Loan - Well #12 and Tower L174882	2,416,172.77
51-00-27103	IEPA Loan - Well #11 Radium Removal L17	1,970,402.15
51-00-27104	IEPA Loan - Well #12 Radium Removal L17	1,254,243.03
51-00-27303	Interest Payable-IEPA L174882	3,745.07
51-00-27304	Interest Payable-IEPA L175426	13,443.35
51-00-27305	Interest Payable-IEPA L175571	1,442.38
51-00-27403	IMRF Payable - Net Pension Obligation	56,824.22
51-00-27406	OPEB Liability	55,041.00
51-00-27600	Lease Liability	12,268.32
	Total Category 2700 - Long-Term Liabilities:	**5,783,582.29**
Category: 2790 - Deferred Liabilities		
51-00-26300	Deferred Inflows - OPEB	4,651.00
51-00-27905	Deferred Inflows	3,190.50
	Total Category 2790 - Deferred Liabilities:	**7,841.50**
	Total Liability:	**7,232,123.96**

Equity

Category: 2900 - Equity		
51-00-29100	Fund Balance (Reserved)	-201,148.49
51-00-29300	Unappropriated Retained Earnings	20,576,084.04
51-00-29500	Contributions In Aid Of Construction	224,179.33
51-00-29501	Accum Amort of Contribution in Aid of Co	-40,491.28
	Total Category 2900 - Equity:	**20,558,623.60**
	Total Beginning Equity:	**20,558,623.60**
Total Revenue		6,852,864.82
Total Expense		6,109,080.44
Revenues Over/Under Expenses		**743,784.38**
	Total Equity and Current Surplus (Deficit):	**21,302,407.98**
	Total Liabilities, Equity and Current Surplus (Deficit):	**28,534,531.94**

Balance Sheet

Account	Name	Balance
Fund: 52 - Water Reclamation		
Assets		
Category: 1000 - Cash and Investments		
52-50-10110	Petty Cash	200.00
52-50-10126	Illinois Funds - Water Reclamation	1,643,386.14
52-50-11002	First State Bank CD	296,859.29
52-50-11006	Stillman Bank 6 m CD	3,293,469.75
52-50-11101	Allocated Cash	743,278.81
	Total Category 1000 - Cash and Investments:	**5,977,193.99**
Category: 1210 - Accounts Receivable		
52-50-12100	Accounts Receivable	258,365.18
52-50-12108	Interest & Dividends Receivable	52,229.14
52-50-12130	Miscellaneous Accounts Receivable	21,894.15
	Total Category 1210 - Accounts Receivable:	**332,488.47**
Category: 1212 - Customer Billing		
52-50-12120	Customer Billing	166,931.96
52-50-12125	Unbilled Accounts Receivable	74,814.00
52-50-12129	Collections Receivable	28,353.95
	Total Category 1212 - Customer Billing:	**270,099.91**
Category: 1290 - Special Assessments		
52-50-12900	Special Assessments - Deferred	40,959.46
	Total Category 1290 - Special Assessments:	**40,959.46**
Category: 1430 - 1430		
52-50-14300	Accum Prov For Uncollectible	-68,212.58
	Total Category 1430 - 1430:	**-68,212.58**
Category: 1500 - Capital Assets		
52-50-15000	Utility Plant in Service	814,519.64
52-50-15124	Utility Plant in Service - General Plant	4,227,742.16
52-50-15125	Utility Plant in Service - Treatment Plant	19,358,830.35
52-50-15126	Utility Plant in Service - Lift Stations	1,526,844.49
52-50-15127	Utility Plant in Service - Manholes	688,586.64
52-50-15128	Treatment Plant Equipment	894,198.59
52-50-15129	Southview Lift Station	10,876.34
52-50-15130	1st Avenue Lift Station	223,073.60
52-50-15131	Wiscold Lift Station	2,366.54
52-50-15132	Route 38 Lift Station	251,712.01
52-50-15133	Akeson Park Lift Station	328,680.00
52-50-15134	Treatment Plant Domestic Lift Station	236,550.00
52-50-15135	Veteran's Parkway Replacement	532,645.50
52-50-15136	Westwood Sewer Extension	945,362.52
52-50-15137	Squires Landing	1,820.19
52-50-15138	Janet Avenue Sewer Replacement	4,500.00
52-50-15139	Sewer Mains	6,597,126.27
52-50-15140	West Side Sewer Interceptor	2,471,888.02
52-50-15141	West Side Sewer Interceptor Manholes	603,934.41
52-50-15142	Intermodal Interceptor	3,000,696.96
52-50-15143	Lakeview Sewer Lining	515,126.63
52-50-15144	First Avenue Upgrade	957,374.12
52-50-15145	Ritchie Court Sewer	103,718.14
52-50-15146	Land and Land Rights	160,938.40
52-50-15147	Structures and Improvements	378,256.52
52-50-15149	Gravity Collection Sewers	23,654.27
52-50-15150	Meters	221,174.17
52-50-15151	Office Furniture and Equipment	8,417.00
52-50-15152	Laboratory Equipment	2,284.97
52-50-15153	Communication Equipment	93,443.89
52-50-15157	Construction Work in Progress	4,413,803.46
52-50-15160	SCADA System	7,495.17
52-50-15161	Membrane - Air Diffusers	6,533.92

Balance Sheet

Account	Name	Balance	
52-50-15162	Pumps and Control Panels	22,689.78	
52-50-15163	One Ton Truck	41,432.31	
52-50-15164	Completed Const Not Classified	7,329,586.38	
52-50-15165	Accumulated Provision For Depr	-32,773,581.14	
52-50-15166	Transportation	55,114.00	
52-50-15300	Intangible Asset	76,447.42	
52-50-15336	Accum Amortization - Intangible Asset	-33,671.50	
	Total Category 1500 - Capital Assets:	**24,332,192.14**	
Category: 1600 - Prepaid Expenses			
52-50-16000	Prepaid Insurance	68,282.02	
	Total Category 1600 - Prepaid Expenses:	**68,282.02**	
Category: 1900 - Deferred Assets			
52-50-19100	Deferred Outflows of Resources	463,071.12	
52-50-19101	Deferred Outflows - OPEB	83,738.00	
	Total Category 1900 - Deferred Assets:	**546,809.12**	
	Total Assets:	**31,499,812.53**	**31,499,812.53**
Liability			
Category: 2110 - Accounts Payable			
52-00-21300	Accounts Payable Allocation	304,500.95	
	Total Category 2110 - Accounts Payable:	**304,500.95**	
Category: 2200 - Accrued Payroll			
52-50-22000	Wage Payable	4,429.34	
52-50-22009	Accrued Vacation	91,426.66	
52-50-22010	Accrued Benefits	2,528.64	
	Total Category 2200 - Accrued Payroll:	**98,384.64**	
Category: 2700 - Long-Term Liabilities			
52-50-27105	IEPA Loan - Askvig L1726800	94,100.29	
52-50-27305	Lease Liability	43,217.08	
52-50-27306	Interest Payable Accrued-IEPA WWTP Up	20,408.48	
52-50-27307	Interest Payable Accrued-IEPA Askvig	196.05	
52-50-27403	IMRF Payable - Net Pension Obligation	147,409.32	
52-50-27406	OPEB Liability	147,612.00	
52-50-27409	IEPA L175516 Water Recl Plant Improvem	4,036,571.30	
52-50-27410	IEPA L174374	613,117.34	
	Total Category 2700 - Long-Term Liabilities:	**5,102,631.86**	
Category: 2790 - Deferred Liabilities			
52-50-26300	Deferred Inflows - OPEB	12,470.00	
52-50-27905	Deferred Inflows	8,453.08	
	Total Category 2790 - Deferred Liabilities:	**20,923.08**	
	Total Liability:	**5,526,440.53**	
Equity			
Category: 2900 - Equity			
52-50-29100	Fund Balance (Reserved)	1,377,843.86	
52-50-29300	Unappropriated Retained Earnings	17,250,888.74	
52-50-29510	Contribution In Aid Of Const	687,662.79	
52-50-29511	CIAC-Pumping Structures	72,130.24	
52-50-29512	CIAC-Treatment Structures	5,130,229.31	
52-50-29513	CIAC-Disposal Structures	257,535.89	
52-50-29514	CIAC-General Plant Structures	1,719,759.69	
52-50-29515	CIAC-Pumping Equipment	6,590.49	
52-50-29516	CIAC-Treatment Equipment	1,463,337.97	
52-50-29517	CIAC-Disposal Equipment	647,356.35	
52-50-29518	CIAC-Distribution Main	11,177.00	
52-50-29550	Acc Amort CAOC-Services	-116,276.00	
52-50-29551	Acc Amort CIAC-Pumping Struct	-17,123.88	
52-50-29552	Acc Amort CIAC-Treatmnt Struct	-1,217,941.92	
52-50-29553	Acc Amort CIAC-Disposal Struct	-61,140.12	

Balance Sheet

Account	Name	Balance
52-50-29554	Acc Amort CIAC-Gen Plt Struct	-408,279.12
52-50-29555	Acc Amort CIAC-Pumping Equip	-3,752.70
52-50-29556	Acc Amort CIAC-Treatment Plant	-833,302.86
52-50-29557	Acc Amort CIAC-Disposal Equip	-368,639.22
52-50-29558	Acc Amort CIAC-Dist Main	-558.96
	Total Category 2900 - Equity:	**25,597,497.55**
	Total Beginning Equity:	**25,597,497.55**
Total Revenue		9,887,799.30
Total Expense		9,511,924.85
Revenues Over/Under Expenses		**375,874.45**
	Total Equity and Current Surplus (Deficit):	**25,973,372.00**
	Total Liabilities, Equity and Current Surplus (Deficit):	**31,499,812.53**

Balance Sheet

Account	Name	Balance	
Fund: 53 - Solid Waste			
Assets			
Category: 1000 - Cash and Investments			
53-00-10130	Holcomb Bank Money Market	553,464.83	
53-00-10131	Illinois Funds - Solid Waste	4,436,959.08	
53-00-11101	Allocated Cash	-882,551.98	
	Total Category 1000 - Cash and Investments:	**4,107,871.93**	
Category: 1210 - Accounts Receivable			
53-00-12100	Accounts Receivable	272,677.26	
	Total Category 1210 - Accounts Receivable:	**272,677.26**	
Category: 1500 - Capital Assets			
53-00-15167	Land & Land Rights	708,562.77	
53-00-15168	Structures & Improvements	22,694.61	
53-00-15169	Structures & Improvements - Accum Depr	-22,694.61	
53-00-15170	Miscellaneous Equipment	447,076.79	
53-00-15171	Miscellaneous Equipment - Accum Depre	-375,708.30	
53-00-15172	Other Tangible Property	125,386.27	
53-00-15173	Other Tangible Property - Accum Depreci	-125,386.27	
	Total Category 1500 - Capital Assets:	**779,931.26**	
Category: 1600 - Prepaid Expenses			
53-00-16000	Prepaid Insurance	4,453.85	
	Total Category 1600 - Prepaid Expenses:	**4,453.85**	
	Total Assets:	**5,164,934.30**	**5,164,934.30**
Liability			
Category: 2410 - Other Liabilities			
53-00-24100	Investment - General Fund	180,780.61	
	Total Category 2410 - Other Liabilities:	**180,780.61**	
	Total Liability:	**180,780.61**	
Equity			
Category: 2900 - Equity			
53-00-29200	Fund Balance (Unreserved)	5,190,545.09	
	Total Category 2900 - Equity:	**5,190,545.09**	
	Total Beginning Equity:	**5,190,545.09**	
Total Revenue		1,087,384.19	
Total Expense		1,293,775.59	
Revenues Over/Under Expenses		**-206,391.40**	
	Total Equity and Current Surplus (Deficit):	**4,984,153.69**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**5,164,934.30**

Balance Sheet

Account	Name	Balance
Fund: 54 - Electric		
Assets		
Category: 1000 - Cash and Investments		
54-00-11101	Allocated Cash	13,685,229.82
54-60-10110	Petty Cash	200.00
54-90-10110	Petty Cash	1,150.00
54-90-10126	Illinois Funds - Electric	11,512,353.71
54-90-10133	Central Bank Investment	2,184,225.56
54-90-10144	Stillman Bank 12 m CD	5,476,437.96
	Total Category 1000 - Cash and Investments:	**32,859,597.05**
Category: 1100 - Restricted Assets		
54-90-11010	Other Special Deposits (PJM Collateral)	654,745.52
54-90-11016	2021-2022 Electric Bond	1,747,585.94
	Total Category 1100 - Restricted Assets:	**2,402,331.46**
Category: 1210 - Accounts Receivable		
54-90-12108	Interest & Dividends Receivable	72,904.14
54-90-12131	Miscellaneous Accounts Receivable	85,068.64
54-90-12164	Accounts Receivable from Other Funds	409,044.42
	Total Category 1210 - Accounts Receivable:	**567,017.20**
Category: 1212 - Customer Billing		
54-90-12120	Customer Billing	3,965,971.44
54-90-12121	Unapplied Credits	-131,705.40
54-90-12122	Rochelle City Tax Receivable	45,763.43
54-90-12123	Public Utilities Tax Receivable	123,980.39
54-90-12124	Hillcrest Tax Receivable	3,565.82
54-90-12125	Unbilled Accounts Receivable	274,748.00
54-90-12126	Contract Payments Receivable	15,869.81
54-90-12129	Collections Receivable	177,239.18
	Total Category 1212 - Customer Billing:	**4,475,432.67**
Category: 1430 - 1430		
54-90-14300	Accum Prov For Uncollectible	-1,335,829.74
	Total Category 1430 - 1430:	**-1,335,829.74**
Category: 1500 - Capital Assets		
54-10-15174	Diesel Prime Movers	193,731.77
54-10-15175	Office Furniture & Eqiupment	573,254.41
54-10-15176	Transportation Equipment	41,296.05
54-10-15177	Diesel Stores Equipment	5,007,871.29
54-10-15178	Completed Construction Not Classified - G	12,792,871.47
54-10-15180	Accumulated Provision For Depr - Genera	-8,540,769.50
54-10-15181	Accumulated Provision For Depr - Peaker	-880,046.15
54-10-15182	Solar Gas Turbine	2,684,186.97
54-10-15183	Accumulated Provision For Depr - Gas Tur	-2,684,187.09
54-10-15184	Completed Construction Not Classified - P	880,045.78
54-60-15184	Land & Land Rights	1,139,470.96
54-60-15185	Structures & Improvements	21,666,875.83
54-60-15186	Equipment	5,137,226.72
54-60-15187	Poles, Towers & Fixtures	5,020,518.11
54-60-15188	Overhead Conductors & Devices	10,556,267.14
54-60-15189	Underground Conductors and Devices	21,300,400.50
54-60-15190	Services	3,482,728.29
54-60-15191	Meters	1,256,151.93
54-60-15192	Security Lights	243,636.42
54-60-15193	Street Lights and Signal System	2,338,793.50
54-60-15194	Structures and Improvements	232,630.77
54-60-15195	Office Furniture and Equipment	299,596.73
54-60-15196	Transportation Equipment	1,683,507.71
54-60-15197	Stores Equipment	10,388.28
54-60-15198	Tools, Shop and Garage Equipment	134,468.59
54-60-15199	Laboratory Equipment	40,630.78

Balance Sheet

Account	Name	Balance	
54-60-15200	Power Operated Equipment	32,981.00	
54-60-15201	Communication Equipment	1,394,050.10	
54-60-15202	Miscellaneous Equipment	5,214.06	
54-60-15203	Other Tangible Property	636,959.63	
54-60-15204	Accum Prov for Depr - Structures & Impro	-3,351,929.10	
54-60-15205	Accum Prov for Depr - Station Equipment	-3,548,330.08	
54-60-15206	Accum Prov for Depr - Poles, Towers & Fi	-4,261,591.84	
54-60-15207	Accum Prov for Depr - Overhead Conduct	-8,745,330.61	
54-60-15209	Accum Prov for Depr - Underground Cond	-13,737,133.88	
54-60-15210	Accum Prov for Depr - Services	-1,772,641.08	
54-60-15211	Accum Prov for Depr - Meters	-1,245,184.97	
54-60-15212	Accum Prov for Depr - Security Lights	-243,636.42	
54-60-15213	Accum Prov for Depr - Street Lights & Sigr	-1,968,577.57	
54-60-15214	Accum Prov for Depr - Structures & Impro	-232,630.77	
54-60-15215	Accum Prov for Depr - Office Furniture & I	-299,596.73	
54-60-15216	Accum Prov for Depr - Transportation Equ	-1,513,545.43	
54-60-15217	Accum Prov for Depr - Stores Equipment	-10,388.28	
54-60-15218	Accum Prov for Depr - Tools, Shop & Gara	-134,468.59	
54-60-15219	Accum Prov for Depr - Laboratory Equipm	-40,630.78	
54-60-15220	Accum Prov for Depr - Power Operated Ec	-32,981.00	
54-60-15221	Accum Prov for Depr - Communication Eq	-983,272.34	
54-60-15222	Accum Prov for Depr - Miscellaneous Equi	-5,214.06	
54-60-15223	Accum Prov for Depr - Other Tangible Pro	-636,959.64	
54-60-15224	Regulatory Asset	1,944,042.36	
54-60-15225	Accum Prov for Depr - Regulatory Asset	-1,944,042.36	
54-60-15301	Intangible Asset	464,216.08	
54-60-15336	Accum Amortization - Intangible Asset	-120,177.70	
54-70-15226	Office Furniture & Equipment	156,820.51	
54-70-15227	Accum Prov for Depr - Office Furniture & I	-49,296.22	
54-90-15001	Construction Work in Progress	2,779,455.28	
54-90-15228	Office Furniture & Equipment	73,661.00	
54-90-15229	Accum Prov for Depr - Office Furniture & I	-24,988.08	
54-90-15230	Utility General Plant	58,805.55	
54-90-15231	Office Furniture & Equipment	84,896.30	
54-90-15232	Other Property	2,000,000.00	
54-90-15233	Completed Const Not Classified	1,305,631.38	
54-90-15234	Accum Prov For Depr - Admin	-1,502,505.19	
	Total Category 1500 - Capital Assets:	**49,143,227.79**	
Category: 1540 - Inventories			
54-60-15400	Inventories	2,125,796.06	
	Total Category 1540 - Inventories:	**2,125,796.06**	
Category: 1600 - Prepaid Expenses			
54-90-16000	Prepaid Insurance	145,165.23	
	Total Category 1600 - Prepaid Expenses:	**145,165.23**	
Category: 1900 - Deferred Assets			
54-00-19100	Deferred Outflows of Resources	1,368,456.36	
54-00-19101	Deferred Outflows - OPEB	248,374.00	
	Total Category 1900 - Deferred Assets:	**1,616,830.36**	
	Total Assets:	**91,999,568.08**	**91,999,568.08**
Liability			
Category: 2110 - Accounts Payable			
54-00-21300	Accounts Payable Allocation	740,402.46	
54-90-21265	Rochelle City Tax	62,322.88	
54-90-21266	Public Utilities Tax	149,474.83	
54-90-21267	Hillcrest Tax	2,662.75	
	Total Category 2110 - Accounts Payable:	**954,862.92**	
Category: 2200 - Accrued Payroll			
54-90-22000	Wage Payable	16,603.33	

Balance Sheet

Account	Name	Balance
54-90-22009	Accrued Vacation	298,782.76
54-90-22010	Accrued Benefits	9,496.71
	Total Category 2200 - Accrued Payroll:	**324,882.80**
Category: 2700 - Long-Term Liabilities		
54-00-27406	OPEB Liability	437,829.00
54-00-27414	2021 Holcomb Bank Loan	335,036.82
54-60-27305	Lease Liability	344,904.26
54-90-27000	IMRF Payable - Net Pension Obligation	428,597.00
54-90-27204	2023 Revenue Bond Payable	4,570,000.00
54-90-27205	2022 Revenue Bond Payable	7,295,000.00
54-90-27206	2021 Revenue Bond Payable	6,430,000.00
54-90-27211	Bond Premium-2021	659,432.34
54-90-27212	Bond Premium-2022	645,134.07
54-90-27213	Bond Premium-2023	298,977.24
54-90-27308	Interest Payable Accrued-2021	36,525.00
54-90-27309	Interest Payable Accrued - 2022	41,441.67
54-90-27311	Interest Payable Accured - 2023	36,008.33
	Total Category 2700 - Long-Term Liabilities:	**21,558,885.73**
Category: 2790 - Deferred Liabilities		
54-00-26300	Deferred Inflows - OPEB	36,984.00
54-00-27905	Deferred Inflows	24,895.22
	Total Category 2790 - Deferred Liabilities:	**61,879.22**
	Total Liability:	**22,900,510.67**
Equity		
Category: 2900 - Equity		
54-90-29100	Fund Balance (Reserved)	26,430,837.54
54-90-29300	Unappropriated Retained Earnings	46,072,926.92
	Total Category 2900 - Equity:	**72,503,764.46**
	Total Beginning Equity:	**72,503,764.46**
Total Revenue		32,345,288.17
Total Expense		35,749,995.22
Revenues Over/Under Expenses		**-3,404,707.05**
	Total Equity and Current Surplus (Deficit):	**69,099,057.41**
	Total Liabilities, Equity and Current Surplus (Deficit):	**91,999,568.08**

Balance Sheet

Account	Name	Balance	
Fund: 55 - Tech Center/Advance Communications			
Assets			
Category: 1000 - Cash and Investments			
55-00-11101	Allocated Cash	126,229.40	
	Total Category 1000 - Cash and Investments:	**126,229.40**	
Category: 1100 - Restricted Assets			
55-00-11011	2017A Debt Certificate Principal and Inter	390,564.60	
	Total Category 1100 - Restricted Assets:	**390,564.60**	
Category: 1210 - Accounts Receivable			
55-00-12100	Accounts Receivable	60,052.91	
55-00-12140	Lease Receivable	1,145,428.61	
55-32-12100	Accounts Receivable	24,250.32	
	Total Category 1210 - Accounts Receivable:	**1,229,731.84**	
Category: 1430 - 1430			
55-32-14300	Accum Prov For Uncollectible	-8,970.60	
	Total Category 1430 - 1430:	**-8,970.60**	
Category: 1500 - Capital Assets			
55-00-15235	Land	519,453.00	
55-00-15236	Accum Prov For Depreciation - Tech Cente	-2,719,987.30	
55-00-15237	General Plant Equipment	1,225,285.29	
55-00-15238	RMU Technology Center	4,427,154.42	
55-00-15300	Intangible Asset	18,368.57	
55-00-15336	Accum Amortization - Intangible Asset	-17,872.11	
55-32-15239	Accum Prov For Depreciation - Communic	-3,442,007.71	
55-32-15240	General Plant Equipment	2,292,003.90	
55-32-15241	Telecommunications	99,830.69	
55-32-15242	General Plant Fiber	1,331,829.58	
55-32-15243	Utility System	25,731.00	
55-32-15244	Furniture	5,290.40	
	Total Category 1500 - Capital Assets:	**3,765,079.73**	
Category: 1600 - Prepaid Expenses			
55-00-16000	Prepaid Insurance	2,373.36	
	Total Category 1600 - Prepaid Expenses:	**2,373.36**	
Category: 1900 - Deferred Assets			
55-00-19100	Deferred Outflows of Resources	86,879.56	
55-00-19101	Deferred Outflows - OPEB	42,578.00	
55-00-19106	Loss on Refunding	37,831.87	
55-32-19000	Deferred Outflows of Resources	150,649.10	
	Total Category 1900 - Deferred Assets:	**317,938.53**	
	Total Assets:	**5,822,946.86**	**5,822,946.86**
Liability			
Category: 2110 - Accounts Payable			
55-00-21300	Accounts Payable Allocation	13,639.16	
	Total Category 2110 - Accounts Payable:	**13,639.16**	
Category: 2200 - Accrued Payroll			
55-00-22000	Wage Payable	35.71	
55-32-22010	Accrued Benefits	12.33	
	Total Category 2200 - Accrued Payroll:	**48.04**	
Category: 2600 - Deferred Revenues			
55-00-26500	Lessor Deferred Inflow	1,088,968.34	
	Total Category 2600 - Deferred Revenues:	**1,088,968.34**	
Category: 2700 - Long-Term Liabilities			
55-00-27305	Lease Liability	499.80	
55-00-27310	Notes Payable - Intergovernmental Loan	223,490.29	
55-00-27403	IMRF Payable - Net Pension Obligation	28,411.12	
55-00-27406	OPEB Liability	75,057.00	
55-00-27411	2017A Debt Certificates	1,345,000.00	

Balance Sheet

Account	Name	Balance
55-00-27412	2017 Debt Certificate Premium	26,507.64
55-32-27312	Notes Payable - Intergovernmental Loan	185,554.13
55-32-27403	IMRF Payable - Net Pension Obligation	50,071.24
	Total Category 2700 - Long-Term Liabilities:	**1,934,591.22**
Category: 2790 - Deferred Liabilities		
55-00-26300	Deferred Inflows - OPEB	6,340.00
55-00-27905	Deferred Inflows	1,596.26
55-32-27905	Deferred Inflows	2,777.49
	Total Category 2790 - Deferred Liabilities:	**10,713.75**
	Total Liability:	**3,047,960.51**
Equity		
Category: 2900 - Equity		
55-00-29200	Fund Balance (Unreserved)	2,540,149.77
55-32-29500	Contributed Capital	352,922.11
	Total Category 2900 - Equity:	**2,893,071.88**
	Total Beginning Equity:	**2,893,071.88**
Total Revenue		779,154.54
Total Expense		897,240.07
Revenues Over/Under Expenses		**-118,085.53**
	Total Equity and Current Surplus (Deficit):	**2,774,986.35**
	Total Liabilities, Equity and Current Surplus (Deficit):	**5,822,946.86**

Balance Sheet

Account	Name	Balance	
Fund: 56 - Network Administration			
Assets			
Category: 1000 - Cash and Investments			
56-40-11101	Allocated Cash	567,318.86	
	Total Category 1000 - Cash and Investments:	**567,318.86**	
Category: 1500 - Capital Assets			
56-40-15165	Accumulated Provision For Depr	-30,700.17	
56-40-15245	Equipment	39,609.72	
56-40-15246	Furniture	630.26	
	Total Category 1500 - Capital Assets:	**9,539.81**	
Category: 1600 - Prepaid Expenses			
56-40-16000	Prepaid Insurance	5,251.36	
	Total Category 1600 - Prepaid Expenses:	**5,251.36**	
	Total Assets:	**582,110.03**	**582,110.03**
Liability			
Category: 2110 - Accounts Payable			
56-00-21300	Accounts Payable Allocation	23,885.80	
	Total Category 2110 - Accounts Payable:	**23,885.80**	
Category: 2200 - Accrued Payroll			
56-40-22000	Wage Payable	2,430.32	
56-40-22009	Accrued Vacation	58,472.52	
56-40-22010	Accrued Benefits	1,402.20	
	Total Category 2200 - Accrued Payroll:	**62,305.04**	
	Total Liability:	**86,190.84**	
Equity			
Category: 2900 - Equity			
56-00-29100	Fund Balance (Reserved)	474,364.41	
56-40-29300	Unappropriated Retained Earnings	30,839.61	
	Total Category 2900 - Equity:	**505,204.02**	
	Total Beginning Equity:	**505,204.02**	
Total Revenue		1,040,199.60	
Total Expense		1,049,484.43	
Revenues Over/Under Expenses		**-9,284.83**	
	Total Equity and Current Surplus (Deficit):	**495,919.19**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**582,110.03**

Balance Sheet

Account	Name	Balance	
Fund: 57 - Airport			
Assets			
Category: 1000 - Cash and Investments			
57-00-10100	Illinois Funds - Airport	10,216.75	
57-00-10110	Petty Cash	200.00	
57-00-11101	Allocated Cash	48,864.28	
	Total Category 1000 - Cash and Investments:	**59,281.03**	
Category: 1210 - Accounts Receivable			
57-00-12100	Accounts Receivable	234.77	
57-00-12130	Miscellaneous Accounts Receivable	30,712.61	
57-00-12140	Lease Receivable	703,179.24	
57-00-12160	Property Tax Receivable	56,758.89	
	Total Category 1210 - Accounts Receivable:	**790,885.51**	
Category: 1500 - Capital Assets			
57-00-15247	Land and Land Rights	1,850,682.75	
57-00-15248	Structures and Improvements	3,634,514.82	
57-00-15249	Accum Prov for Depr - Structures & Impro	-1,775,691.54	
57-00-15250	Miscellaneous Equipment	107,303.42	
57-00-15251	Accum Prov for Depr - Miscellaneous Equi	-99,048.60	
57-00-15252	Construction Work in Progress	22,870.02	
57-00-15253	Other Tangible Property	2,134,355.42	
57-00-15254	Accum Prov for Depr - Other Tangible Pro	-1,958,171.52	
	Total Category 1500 - Capital Assets:	**3,916,814.77**	
Category: 1600 - Prepaid Expenses			
57-00-16000	Prepaid Insurance	7,651.35	
57-00-16001	Prepaid Aviation Fuel	63,686.24	
	Total Category 1600 - Prepaid Expenses:	**71,337.59**	
Category: 1900 - Deferred Assets			
57-00-19101	Deferred Outflows - OPEB	9,226.00	
57-00-19109	Loss on Refunding	10,650.02	
	Total Category 1900 - Deferred Assets:	**19,876.02**	
	Total Assets:	**4,858,194.92**	**4,858,194.92**
Liability			
Category: 1212 - Customer Billing			
57-00-12121	Unapplied Credits	10,337.24	
	Total Category 1212 - Customer Billing:	**10,337.24**	
Category: 2110 - Accounts Payable			
57-00-21300	Accounts Payable Allocation	29,812.90	
	Total Category 2110 - Accounts Payable:	**29,812.90**	
Category: 2200 - Accrued Payroll			
57-00-22000	Wage Payable	683.49	
57-00-22009	Accrued Vacation	9,613.61	
57-00-22010	Accrued Benefits	389.07	
	Total Category 2200 - Accrued Payroll:	**10,686.17**	
Category: 2600 - Deferred Revenues			
57-00-26100	Deferred Revenue	66,498.84	
57-00-26500	Lessor Deferred Inflow	663,662.63	
	Total Category 2600 - Deferred Revenues:	**730,161.47**	
Category: 2700 - Long-Term Liabilities			
57-00-27209	2017B GO Bond	220,000.00	
57-00-27313	Interest Payable - 2017B GO Bond	4,196.88	
57-00-27403	IMRF Payable - Net Pension Obligation	15,542.75	
57-00-27406	OPEB Liability	16,262.00	
	Total Category 2700 - Long-Term Liabilities:	**256,001.63**	
Category: 2790 - Deferred Liabilities			
57-00-26300	Deferred Inflows - OPEB	1,373.00	
57-00-27900	Deferred Outflows	-50,608.37	

Balance Sheet

Account	Name	Balance
57-00-27905	Deferred Inflows	916.83
	Total Category 2790 - Deferred Liabilities:	**-48,318.54**
	Total Liability:	**988,680.87**

Equity

Category: 2900 - Equity

57-00-29200	Fund Balance (Unreserved)	1,471,609.50
57-00-29800	Investment - Fixed Assets	2,348,148.46
	Total Category 2900 - Equity:	**3,819,757.96**
	Total Beginning Equity:	**3,819,757.96**
Total Revenue		468,761.06
Total Expense		419,004.97
Revenues Over/Under Expenses		**49,756.09**
	Total Equity and Current Surplus (Deficit):	**3,869,514.05**
	Total Liabilities, Equity and Current Surplus (Deficit):	**4,858,194.92**

Balance Sheet

Account	Name	Balance	
Fund: 58 - Railroad			
Assets			
Category: 1000 - Cash and Investments			
58-00-10100	Capital Projects Fund	409,278.42	
58-00-11101	Allocated Cash	509,049.49	
	Total Category 1000 - Cash and Investments:	**918,327.91**	
Category: 1210 - Accounts Receivable			
58-00-12105	Accounts Receivable	233,618.00	
58-00-12190	Grant Receivable	54,056.43	
	Total Category 1210 - Accounts Receivable:	**287,674.43**	
	Total Assets:	**1,206,002.34**	**1,206,002.34**
Liability			
Category: 2110 - Accounts Payable			
58-00-21300	Accounts Payable Allocation	3,412.89	
	Total Category 2110 - Accounts Payable:	**3,412.89**	
Category: 2200 - Accrued Payroll			
58-00-22000	Wage Payable	5,239.33	
58-00-22010	Accrued Benefits	3,105.63	
	Total Category 2200 - Accrued Payroll:	**8,344.96**	
Category: 2600 - Deferred Revenues			
58-00-26000	Deferred Revenue	54,056.43	
	Total Category 2600 - Deferred Revenues:	**54,056.43**	
	Total Liability:	**65,814.28**	
Equity			
Category: 2900 - Equity			
58-00-29200	Fund Balance (Unreserved)	803,504.41	
	Total Category 2900 - Equity:	**803,504.41**	
	Total Beginning Equity:	**803,504.41**	
Total Revenue		1,048,868.66	
Total Expense		712,185.01	
Revenues Over/Under Expenses		**336,683.65**	
	Total Equity and Current Surplus (Deficit):	**1,140,188.06**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**1,206,002.34**

Balance Sheet

Account	Name	Balance	
Fund: 59 - Golf Course			
Assets			
Category: 1000 - Cash and Investments			
59-00-10100	Central Bank Deposit Account	699,307.99	
59-00-10110	Petty Cash	600.00	
59-00-11101	Allocated Cash	-652,906.35	
	Total Category 1000 - Cash and Investments:	**47,001.64**	
Category: 1600 - Prepaid Expenses			
59-00-16000	Prepaid Insurance	7,047.03	
	Total Category 1600 - Prepaid Expenses:	**7,047.03**	
	Total Assets:	**54,048.67**	**54,048.67**
Liability			
Category: 2110 - Accounts Payable			
59-00-21200	Tax Collections Payable	176.18	
59-00-21300	Accounts Payable Allocation	3,129.46	
	Total Category 2110 - Accounts Payable:	**3,305.64**	
Category: 2200 - Accrued Payroll			
59-00-22000	Wage Payable	581.51	
59-00-22010	Accrued Benefits	344.88	
	Total Category 2200 - Accrued Payroll:	**926.39**	
	Total Liability:	**4,232.03**	
Equity			
Category: 2900 - Equity			
59-00-29200	Fund Balance (Unreserved)	10,428.66	
	Total Category 2900 - Equity:	**10,428.66**	
	Total Beginning Equity:	**10,428.66**	
Total Revenue		433,113.42	
Total Expense		393,725.44	
Revenues Over/Under Expenses		**39,387.98**	
	Total Equity and Current Surplus (Deficit):	**49,816.64**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**54,048.67**

Balance Sheet

Account	Name	Balance	
Fund: 64 - Administrative Services			
Assets			
Category: 1000 - Cash and Investments			
64-00-11101	Allocated Cash	280,924.06	
	Total Category 1000 - Cash and Investments:	**280,924.06**	
Category: 1210 - Accounts Receivable			
64-00-12139	Trash Accounts Receivable	47,918.33	
	Total Category 1210 - Accounts Receivable:	**47,918.33**	
Category: 1212 - Customer Billing			
64-00-12129	Collections Receivable	9,011.29	
	Total Category 1212 - Customer Billing:	**9,011.29**	
Category: 1500 - Capital Assets			
64-00-15255	General Plant	282,355.15	
64-00-15256	Accum Provision For Depreciation	-137,499.31	
64-00-15257	Equipment	42,060.57	
64-00-15259	Furniture	389.90	
	Total Category 1500 - Capital Assets:	**187,306.31**	
Category: 1600 - Prepaid Expenses			
64-00-16000	Prepaid Insurance	8,305.44	
	Total Category 1600 - Prepaid Expenses:	**8,305.44**	
	Total Assets:	**533,465.43**	**533,465.43**
Liability			
Category: 2110 - Accounts Payable			
64-00-21210	Contracts Payable-Trash	153,412.89	
64-00-21300	Accounts Payable Allocation	517.01	
	Total Category 2110 - Accounts Payable:	**153,929.90**	
Category: 2200 - Accrued Payroll			
64-00-22000	Wage Payable	5,366.88	
64-00-22009	Accrued Vacation	115,793.67	
64-00-22010	Accrued Benefits	3,088.71	
	Total Category 2200 - Accrued Payroll:	**124,249.26**	
	Total Liability:	**278,179.16**	
Equity			
Category: 2900 - Equity			
64-00-29100	Fund Balance (Reserved)	135,039.17	
64-00-29300	Unappropriated Retained Earnings	-14,712.37	
	Total Category 2900 - Equity:	**120,326.80**	
	Total Beginning Equity:	**120,326.80**	
Total Revenue		1,299,920.38	
Total Expense		1,164,960.91	
Revenues Over/Under Expenses		**134,959.47**	
	Total Equity and Current Surplus (Deficit):	**255,286.27**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**533,465.43**

Rochelle, IL

Budget Report
Account Summary
For Fiscal: 2025 Period Ending: 09/30/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - General							
Revenue							
Department: 00 - 00							
Category: 3110 - Property							
01-00-31100	Property Tax	752,325.00	752,325.00	238,042.48	718,341.95	-33,983.05	95.48 %
01-00-31110	Property Tax - Police Pension Fund	936,364.00	936,364.00	296,261.39	894,029.37	-42,334.63	95.48 %
01-00-31120	Property Tax - Fire Pension Fund	460,452.00	460,452.00	145,686.84	439,639.86	-20,812.14	95.48 %
	Category: 3110 - Property Total:	**2,149,141.00**	**2,149,141.00**	**679,990.71**	**2,052,011.18**	**-97,129.82**	**95.48%**
Category: 3150 - Road and Bridge							
01-00-31500	Road & Bridge Tax	215,000.00	215,000.00	73,411.57	218,653.27	3,653.27	101.70 %
	Category: 3150 - Road and Bridge Total:	**215,000.00**	**215,000.00**	**73,411.57**	**218,653.27**	**3,653.27**	**101.70%**
Category: 3210 - Liquor							
01-00-32100	Liquor Licenses	45,000.00	45,000.00	2,100.00	42,685.00	-2,315.00	94.86 %
	Category: 3210 - Liquor Total:	**45,000.00**	**45,000.00**	**2,100.00**	**42,685.00**	**-2,315.00**	**94.86%**
Category: 3250 - Licenses							
01-00-32500	Franchise License	135,000.00	135,000.00	0.00	98,169.32	-36,830.68	72.72 %
01-00-32510	Telecommunications Tax	350,000.00	350,000.00	33,511.30	272,025.69	-77,974.31	77.72 %
	Category: 3250 - Licenses Total:	**485,000.00**	**485,000.00**	**33,511.30**	**370,195.01**	**-114,804.99**	**76.33%**
Category: 3260 - Other Licenses							
01-00-32600	Amusement License	20,000.00	20,000.00	10.00	30,360.00	10,360.00	151.80 %
01-00-32610	Other Licenses	250.00	250.00	0.00	300.00	50.00	120.00 %
	Category: 3260 - Other Licenses Total:	**20,250.00**	**20,250.00**	**10.00**	**30,660.00**	**10,410.00**	**151.41%**
Category: 3310 - Permits							
01-00-33100	Building Permits	50,000.00	50,000.00	1,162.00	20,441.23	-29,558.77	40.88 %
01-00-33110	Mobile Food Vendor Permits	2,500.00	2,500.00	250.00	1,250.00	-1,250.00	50.00 %
	Category: 3310 - Permits Total:	**52,500.00**	**52,500.00**	**1,412.00**	**21,691.23**	**-30,808.77**	**41.32%**
Category: 3313 - Building Permits							
01-00-33130	Building and Zoning Fees	1,000.00	1,000.00	250.00	2,850.00	1,850.00	285.00 %
	Category: 3313 - Building Permits Total:	**1,000.00**	**1,000.00**	**250.00**	**2,850.00**	**1,850.00**	**285.00%**
Category: 3410 - Income							
01-00-34100	State Income Tax	1,661,645.86	1,661,645.86	84,111.65	1,322,709.41	-338,936.45	79.60 %
	Category: 3410 - Income Total:	**1,661,645.86**	**1,661,645.86**	**84,111.65**	**1,322,709.41**	**-338,936.45**	**79.60%**
Category: 3420 - Other Taxes							
01-00-34200	Personal Property Replacement Tax	360,000.00	360,000.00	0.00	217,353.35	-142,646.65	60.38 %
	Category: 3420 - Other Taxes Total:	**360,000.00**	**360,000.00**	**0.00**	**217,353.35**	**-142,646.65**	**60.38%**
Category: 3435 - Miscellaneous							
01-00-34350	Video Gaming Tax	360,000.00	360,000.00	32,167.53	286,605.36	-73,394.64	79.61 %
	Category: 3435 - Miscellaneous Total:	**360,000.00**	**360,000.00**	**32,167.53**	**286,605.36**	**-73,394.64**	**79.61%**
Category: 3440 - Sales							
01-00-34400	Sales Tax	2,850,000.00	2,850,000.00	269,668.29	2,401,523.65	-448,476.35	84.26 %
01-00-34450	Local Use Tax	244,462.48	244,462.48	8,516.25	126,372.08	-118,090.40	51.69 %
	Category: 3440 - Sales Total:	**3,094,462.48**	**3,094,462.48**	**278,184.54**	**2,527,895.73**	**-566,566.75**	**81.69%**
Category: 3446 - Other Tax							
01-00-34460	Cannabis Tax	16,530.50	16,530.50	1,187.36	11,122.14	-5,408.36	67.28 %
	Category: 3446 - Other Tax Total:	**16,530.50**	**16,530.50**	**1,187.36**	**11,122.14**	**-5,408.36**	**67.28%**
Category: 3470 - Grants							
01-00-34700	State Grants	0.00	0.00	758.34	146,954.91	146,954.91	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-00-34710	Federal Grants	406,606.00	406,606.00	0.00	107,697.68	-298,908.32	26.49 %
	Category: 3470 - Grants Total:	**406,606.00**	**406,606.00**	**758.34**	**254,652.59**	**-151,953.41**	**62.63%**
Category: 3510 - Fines							
01-00-35100	Court Fines	75,000.00	75,000.00	6,748.00	57,686.50	-17,313.50	76.92 %
	Category: 3510 - Fines Total:	**75,000.00**	**75,000.00**	**6,748.00**	**57,686.50**	**-17,313.50**	**76.92%**
Category: 3635 - Water Rec Solid Waste Charge							
01-00-36350	Water Rec Solid Waste Charge	50,000.00	50,000.00	265.75	31,601.50	-18,398.50	63.20 %
	Category: 3635 - Water Rec Solid Waste Charge Total:	**50,000.00**	**50,000.00**	**265.75**	**31,601.50**	**-18,398.50**	**63.20%**
Category: 3660 - Public Safety Fees							
01-00-36600	Ambulance Fees	950,000.00	950,000.00	61,452.91	909,016.52	-40,983.48	95.69 %
01-00-36610	Police Fees	80,000.00	80,000.00	8,096.60	58,854.60	-21,145.40	73.57 %
01-00-36620	Fire Protection Fees	108,511.64	108,511.64	9,131.29	81,117.77	-27,393.87	74.75 %
	Category: 3660 - Public Safety Fees Total:	**1,138,511.64**	**1,138,511.64**	**78,680.80**	**1,048,988.89**	**-89,522.75**	**92.14%**
Category: 3690 - Street Department Fees							
01-00-36900	Street Division Fees	260,000.00	260,000.00	9,233.41	153,190.92	-106,809.08	58.92 %
	Category: 3690 - Street Department Fees Total:	**260,000.00**	**260,000.00**	**9,233.41**	**153,190.92**	**-106,809.08**	**58.92%**
Category: 3760 - Cemetery Fees							
01-00-37600	Grave Opening Fees	30,000.00	30,000.00	3,950.00	17,550.00	-12,450.00	58.50 %
01-00-37610	Lot Sales	25,000.00	25,000.00	4,500.00	30,950.00	5,950.00	123.80 %
	Category: 3760 - Cemetery Fees Total:	**55,000.00**	**55,000.00**	**8,450.00**	**48,500.00**	**-6,500.00**	**88.18%**
Category: 3790 - Other Revenues							
01-00-37901	Developer Fees	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
	Category: 3790 - Other Revenues Total:	**0.00**	**0.00**	**0.00**	**5,000.00**	**5,000.00**	**0.00%**
Category: 3810 - Investment Income							
01-00-38100	Interest Income	600,000.00	600,000.00	37,808.64	401,507.36	-198,492.64	66.92 %
	Category: 3810 - Investment Income Total:	**600,000.00**	**600,000.00**	**37,808.64**	**401,507.36**	**-198,492.64**	**66.92%**
Category: 3890 - Miscellaneous Income							
01-00-38900	Miscellaenous	60,000.00	60,000.00	2,497.00	44,415.91	-15,584.09	74.03 %
	Category: 3890 - Miscellaneous Income Total:	**60,000.00**	**60,000.00**	**2,497.00**	**44,415.91**	**-15,584.09**	**74.03%**
Category: 3990 - Interfund Transfers							
01-00-39951	Transfer from Water	245,925.48	245,925.48	20,493.79	184,444.11	-61,481.37	75.00 %
01-00-39952	Transf from Water Reclamation	257,928.90	257,928.90	21,494.08	193,446.72	-64,482.18	75.00 %
01-00-39953	Transfer from Solid Waste	706,381.20	706,381.20	58,865.08	529,785.72	-176,595.48	75.00 %
01-00-39954	Transfer from Electric	2,473,588.00	2,473,588.00	206,132.33	1,855,190.97	-618,397.03	75.00 %
01-00-39958	Transfer from Railroad	75,000.00	75,000.00	6,250.00	56,250.00	-18,750.00	75.00 %
	Category: 3990 - Interfund Transfers Total:	**3,758,823.58**	**3,758,823.58**	**313,235.28**	**2,819,117.52**	**-939,706.06**	**75.00%**
	Department: 00 - 00 Total:	**14,864,471.06**	**14,864,471.06**	**1,644,013.88**	**11,969,092.87**	**-2,895,378.19**	**80.52%**
	Revenue Total:	**14,864,471.06**	**14,864,471.06**	**1,644,013.88**	**11,969,092.87**	**-2,895,378.19**	**80.52%**
Expense							
Department: 12 - Mayor & City Council							
Category: 4000 - Personnel							
01-12-43000	Elected Officials Salaries	25,250.00	25,250.00	1,942.40	17,967.20	7,282.80	71.16 %
	Category: 4000 - Personnel Total:	**25,250.00**	**25,250.00**	**1,942.40**	**17,967.20**	**7,282.80**	**71.16%**
Category: 5000 - Contractual Services							
01-12-54900	Other Professional Services	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-12-55400	Printing	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-12-56100	Dues	1,500.00	1,500.00	145.00	342.50	1,157.50	22.83 %
01-12-56200	Travel	1,500.00	1,500.00	0.00	4,361.03	-2,861.03	290.74 %
01-12-56600	Conference	2,000.00	2,000.00	1,619.98	3,555.46	-1,555.46	177.77 %
	Category: 5000 - Contractual Services Total:	**8,500.00**	**8,500.00**	**1,764.98**	**8,258.99**	**241.01**	**97.16%**
Category: 6000 - Commodities							
01-12-65100	Office Supplies	1,000.00	1,000.00	0.00	409.33	590.67	40.93 %
	Category: 6000 - Commodities Total:	**1,000.00**	**1,000.00**	**0.00**	**409.33**	**590.67**	**40.93%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 8000 - Capital Outlay							
01-12-83000	Equipment	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00 %
Category: 8000 - Capital Outlay Total:		**18,000.00**	**18,000.00**	**0.00**	**0.00**	**18,000.00**	**0.00%**
Category: 9000 - Other Expenditures							
01-12-91100	Community Relations	7,500.00	7,500.00	500.00	2,058.64	5,441.36	27.45 %
Category: 9000 - Other Expenditures Total:		**7,500.00**	**7,500.00**	**500.00**	**2,058.64**	**5,441.36**	**27.45%**
Department: 12 - Mayor & City Council Total:		**60,250.00**	**60,250.00**	**4,207.38**	**28,694.16**	**31,555.84**	**47.63%**
Department: 13 - City Clerk							
Category: 4000 - Personnel							
01-13-42100	Full-Time	113,767.00	113,767.00	15,142.55	112,074.67	1,692.33	98.51 %
01-13-42200	Part-Time	29,414.00	29,414.00	0.00	0.00	29,414.00	0.00 %
01-13-42300	Overtime	100.00	100.00	0.00	0.00	100.00	0.00 %
01-13-45100	Health Insurance	4,363.12	4,363.12	359.90	3,239.23	1,123.89	74.24 %
01-13-45200	Life Insurance	80.00	80.00	8.79	79.11	0.89	98.89 %
Category: 4000 - Personnel Total:		**147,724.12**	**147,724.12**	**15,511.24**	**115,393.01**	**32,331.11**	**78.11%**
Category: 5000 - Contractual Services							
01-13-54900	Other Professional Services	21,726.00	21,726.00	1,195.12	17,114.20	4,611.80	78.77 %
01-13-55100	Postage	4,000.00	4,000.00	1,189.21	1,987.02	2,012.98	49.68 %
01-13-55200	Telephone	600.00	600.00	35.02	285.18	314.82	47.53 %
01-13-55300	Publishing	200.00	200.00	0.00	0.00	200.00	0.00 %
01-13-55400	Printing	2,800.00	2,800.00	0.00	2,969.50	-169.50	106.05 %
01-13-56100	Dues	1,500.00	1,500.00	0.00	1,260.49	239.51	84.03 %
01-13-56200	Travel	300.00	300.00	0.00	0.00	300.00	0.00 %
01-13-56300	Training	500.00	500.00	0.00	804.34	-304.34	160.87 %
01-13-56400	Tuition	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-13-56500	Publications	140.00	140.00	0.00	139.99	0.01	99.99 %
01-13-56600	Conference	3,000.00	3,000.00	30.00	471.68	2,528.32	15.72 %
Category: 5000 - Contractual Services Total:		**36,766.00**	**36,766.00**	**2,449.35**	**25,032.40**	**11,733.60**	**68.09%**
Category: 6000 - Commodities							
01-13-65100	Office Supplies	1,500.00	1,500.00	1,385.32	1,872.24	-372.24	124.82 %
Category: 6000 - Commodities Total:		**1,500.00**	**1,500.00**	**1,385.32**	**1,872.24**	**-372.24**	**124.82%**
Category: 8000 - Capital Outlay							
01-13-83000	Equipment	2,000.00	2,000.00	0.00	2,511.35	-511.35	125.57 %
01-13-87000	Furniture	300.00	300.00	0.00	0.00	300.00	0.00 %
Category: 8000 - Capital Outlay Total:		**2,300.00**	**2,300.00**	**0.00**	**2,511.35**	**-211.35**	**109.19%**
Category: 9000 - Other Expenditures							
01-13-92900	Miscellaneous	750.00	750.00	0.00	0.00	750.00	0.00 %
01-13-95300	Intergovernmental Agreement	17,000.00	17,000.00	0.00	3,428.00	13,572.00	20.16 %
Category: 9000 - Other Expenditures Total:		**17,750.00**	**17,750.00**	**0.00**	**3,428.00**	**14,322.00**	**19.31%**
Department: 13 - City Clerk Total:		**206,040.12**	**206,040.12**	**19,345.91**	**148,237.00**	**57,803.12**	**71.95%**
Department: 17 - Municipal Building							
Category: 5000 - Contractual Services							
01-17-51100	Building Maintenance	325,000.00	325,000.00	7,392.00	331,523.82	-6,523.82	102.01 %
01-17-51700	Grounds Maintenance	7,500.00	7,500.00	206.00	6,275.99	1,224.01	83.68 %
01-17-52900	Other Maintenance	3,000.00	3,000.00	335.25	1,639.74	1,360.26	54.66 %
01-17-53600	Janitorial Services	38,000.00	38,000.00	2,763.28	26,214.09	11,785.91	68.98 %
01-17-53700	Network Administration	344,725.00	344,725.00	28,727.08	258,543.72	86,181.28	75.00 %
01-17-53900	Other Contractual Services	0.00	0.00	0.00	603.96	-603.96	0.00 %
01-17-54900	Other Professional Services	16,000.00	16,000.00	1,431.93	16,949.75	-949.75	105.94 %
01-17-57100	Utilities	4,500.00	4,500.00	250.00	2,237.13	2,262.87	49.71 %
01-17-57300	Garbage Disposal/Recycling	1,500.00	1,500.00	58.18	566.90	933.10	37.79 %
01-17-59500	Property Tax	2,500.00	2,500.00	0.00	1,916.46	583.54	76.66 %
Category: 5000 - Contractual Services Total:		**742,725.00**	**742,725.00**	**41,163.72**	**646,471.56**	**96,253.44**	**87.04%**
Category: 6000 - Commodities							
01-17-61100	Building Supplies	4,000.00	4,000.00	0.00	4,189.64	-189.64	104.74 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-17-61700	Grounds Supplies	500.00	500.00	0.00	67.92	432.08	13.58 %
01-17-65100	Office Supplies	6,000.00	6,000.00	987.89	2,798.82	3,201.18	46.65 %
01-17-65400	Janitorial Supplies	4,000.00	4,000.00	156.44	1,997.62	2,002.38	49.94 %
	Category: 6000 - Commodities Total:	**14,500.00**	**14,500.00**	**1,144.33**	**9,054.00**	**5,446.00**	**62.44%**
Category: 8000 - Capital Outlay							
01-17-83000	Equipment	25,000.00	25,000.00	2,538.67	8,163.67	16,836.33	32.65 %
	Category: 8000 - Capital Outlay Total:	**25,000.00**	**25,000.00**	**2,538.67**	**8,163.67**	**16,836.33**	**32.65%**
Category: 9000 - Other Expenditures							
01-17-91100	Community Relations	20,000.00	20,000.00	801.10	11,404.68	8,595.32	57.02 %
01-17-99915	Transfer Ambulance Fund	200,000.00	200,000.00	16,666.67	150,000.03	49,999.97	75.00 %
01-17-99964	Transfer Admin Services Fund	480,852.00	480,852.00	40,071.00	360,639.00	120,213.00	75.00 %
01-17-99971	Transfer Fire Pension	180,000.00	180,000.00	16,818.73	143,290.45	36,709.55	79.61 %
01-17-99972	Transfer Police Pension	180,000.00	180,000.00	16,818.73	143,290.45	36,709.55	79.61 %
01-17-99990	Transfer Capital Improvement	181,000.00	181,000.00	839.26	179,082.35	1,917.65	98.94 %
	Category: 9000 - Other Expenditures Total:	**1,241,852.00**	**1,241,852.00**	**92,015.49**	**987,706.96**	**254,145.04**	**79.53%**
	Department: 17 - Municipal Building Total:	**2,024,077.00**	**2,024,077.00**	**136,862.21**	**1,651,396.19**	**372,680.81**	**81.59%**
Department: 18 - City Attorney							
Category: 5000 - Contractual Services							
01-18-53300	Legal Service	110,000.00	110,000.00	3,840.00	89,325.87	20,674.13	81.21 %
	Category: 5000 - Contractual Services Total:	**110,000.00**	**110,000.00**	**3,840.00**	**89,325.87**	**20,674.13**	**81.21%**
	Department: 18 - City Attorney Total:	**110,000.00**	**110,000.00**	**3,840.00**	**89,325.87**	**20,674.13**	**81.21%**
Department: 19 - City Manager							
Category: 5000 - Contractual Services							
01-19-54900	Other Professional Services	900.00	900.00	0.00	0.00	900.00	0.00 %
01-19-55200	Telephone	650.00	650.00	0.00	0.00	650.00	0.00 %
01-19-56000	Professional Development	2,500.00	2,500.00	0.00	679.07	1,820.93	27.16 %
01-19-56100	Dues	12,500.00	12,500.00	145.00	1,598.25	10,901.75	12.79 %
01-19-56200	Travel	6,500.00	6,500.00	0.00	5,294.30	1,205.70	81.45 %
01-19-56400	Tuition	0.00	0.00	0.00	1,800.00	-1,800.00	0.00 %
01-19-56500	Publications	0.00	0.00	0.00	1,984.00	-1,984.00	0.00 %
01-19-56600	Conference	9,000.00	9,000.00	1,795.50	3,235.36	5,764.64	35.95 %
	Category: 5000 - Contractual Services Total:	**32,050.00**	**32,050.00**	**1,940.50**	**14,590.98**	**17,459.02**	**45.53%**
Category: 6000 - Commodities							
01-19-65100	Office Supplies	700.00	700.00	0.00	206.04	493.96	29.43 %
	Category: 6000 - Commodities Total:	**700.00**	**700.00**	**0.00**	**206.04**	**493.96**	**29.43%**
Category: 8000 - Capital Outlay							
01-19-83000	Equipment	500.00	500.00	0.00	0.00	500.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**500.00**	**500.00**	**0.00**	**0.00**	**500.00**	**0.00%**
Category: 9000 - Other Expenditures							
01-19-91100	Community Relations	8,500.00	8,500.00	435.22	2,756.42	5,743.58	32.43 %
	Category: 9000 - Other Expenditures Total:	**8,500.00**	**8,500.00**	**435.22**	**2,756.42**	**5,743.58**	**32.43%**
	Department: 19 - City Manager Total:	**41,750.00**	**41,750.00**	**2,375.72**	**17,553.44**	**24,196.56**	**42.04%**
Department: 21 - Police							
Category: 4000 - Personnel							
01-21-42100	Full-Time	2,752,141.00	2,752,141.00	226,317.38	1,896,306.21	855,834.79	68.90 %
01-21-42200	Part-Time	75,000.00	75,000.00	5,354.40	38,286.03	36,713.97	51.05 %
01-21-42300	Overtime	205,401.00	205,401.00	16,262.80	101,929.87	103,471.13	49.62 %
01-21-42600	Pager	23,000.00	23,000.00	2,039.34	15,692.86	7,307.14	68.23 %
01-21-42800	OIC - On-Call FTO	30,000.00	30,000.00	1,656.26	26,653.16	3,346.84	88.84 %
01-21-43000	Contribution to Police Pension	1,142,785.00	1,142,785.00	296,261.39	1,100,450.81	42,334.19	96.30 %
01-21-45100	Health Insurance	548,696.00	548,696.00	46,304.86	424,162.74	124,533.26	77.30 %
01-21-45200	Life Insurance	1,500.00	1,500.00	129.50	1,106.00	394.00	73.73 %
01-21-47100	Uniform Allowance	25,000.00	25,000.00	2,894.11	39,185.48	-14,185.48	156.74 %
	Category: 4000 - Personnel Total:	**4,803,523.00**	**4,803,523.00**	**597,220.04**	**3,643,773.16**	**1,159,749.84**	**75.86%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 5000 - Contractual Services							
01-21-51300	Vehicle Maintenance	30,000.00	30,000.00	0.00	34,472.25	-4,472.25	114.91 %
01-21-53400	Medical Services	500.00	500.00	500.00	1,834.00	-1,334.00	366.80 %
01-21-54900	Other Professional Services	65,000.00	65,000.00	2,117.90	180,781.91	-115,781.91	278.13 %
01-21-55100	Postage	500.00	500.00	0.00	0.00	500.00	0.00 %
01-21-55200	Telephone	33,000.00	33,000.00	3,121.08	27,613.53	5,386.47	83.68 %
01-21-55300	Publishing	500.00	500.00	0.00	0.00	500.00	0.00 %
01-21-55400	Printing	5,000.00	5,000.00	335.65	1,862.70	3,137.30	37.25 %
01-21-56100	Dues	65,000.00	65,000.00	4,759.77	55,946.68	9,053.32	86.07 %
01-21-56200	Travel	10,000.00	10,000.00	0.00	8,908.95	1,091.05	89.09 %
01-21-56300	Training	25,000.00	25,000.00	11,604.70	22,237.59	2,762.41	88.95 %
01-21-56400	Tuition	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-21-57100	Utilities	1,400.00	1,400.00	0.00	485.69	914.31	34.69 %
01-21-57800	Animal Control	6,000.00	6,000.00	0.00	4,455.44	1,544.56	74.26 %
01-21-57900	Other Service Charges	200.00	200.00	0.00	0.00	200.00	0.00 %
01-21-59400	Lease or Rentals	199,596.00	199,596.00	12,264.80	140,546.19	59,049.81	70.42 %
	Category: 5000 - Contractual Services Total:	**446,696.00**	**446,696.00**	**34,703.90**	**479,144.93**	**-32,448.93**	**107.26%**
Category: 6000 - Commodities							
01-21-61300	Vehicle Supplies	0.00	0.00	6.29	347.86	-347.86	0.00 %
01-21-62900	Ammunition	5,000.00	5,000.00	0.00	4,280.02	719.98	85.60 %
01-21-65100	Office Supplies	10,000.00	10,000.00	0.00	3,453.57	6,546.43	34.54 %
01-21-65200	Operating Supplies	50,000.00	50,000.00	4,862.40	99,215.60	-49,215.60	198.43 %
01-21-65300	E-Citation Supplies	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-21-65500	Gasoline/Oil	75,000.00	75,000.00	5,592.53	45,537.03	29,462.97	60.72 %
01-21-65800	Prisoner Supplies	0.00	0.00	0.00	184.75	-184.75	0.00 %
01-21-66200	K9 Supplies	10,000.00	10,000.00	175.32	4,884.52	5,115.48	48.85 %
	Category: 6000 - Commodities Total:	**155,000.00**	**155,000.00**	**10,636.54**	**157,903.35**	**-2,903.35**	**101.87%**
Category: 8000 - Capital Outlay							
01-21-83000	Equipment	80,000.00	80,000.00	1,907.98	40,658.14	39,341.86	50.82 %
01-21-89000	Other Improvements	700.00	700.00	0.00	0.00	700.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**80,700.00**	**80,700.00**	**1,907.98**	**40,658.14**	**40,041.86**	**50.38%**
Category: 9000 - Other Expenditures							
01-21-91100	Community Relations	4,000.00	4,000.00	0.00	4,062.63	-62.63	101.57 %
01-21-91700	Investigations	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-21-91710	Drug Investigations	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-21-91720	DUI	1,000.00	1,000.00	0.00	423.00	577.00	42.30 %
01-21-92900	Miscellaneous	2,500.00	2,500.00	25.21	25.21	2,474.79	1.01 %
	Category: 9000 - Other Expenditures Total:	**11,500.00**	**11,500.00**	**25.21**	**4,510.84**	**6,989.16**	**39.22%**
	Department: 21 - Police Total:	**5,497,419.00**	**5,497,419.00**	**644,493.67**	**4,325,990.42**	**1,171,428.58**	**78.69%**
Department: 22 - Fire							
Category: 4000 - Personnel							
01-22-42100	Full-Time	1,891,784.00	1,891,784.00	151,929.00	1,335,833.74	555,950.26	70.61 %
01-22-42200	Part-Time	130,000.00	130,000.00	10,415.84	102,250.68	27,749.32	78.65 %
01-22-42300	Overtime	400,000.00	400,000.00	34,538.21	327,265.50	72,734.50	81.82 %
01-22-43000	Contribution to Fire Pension	561,959.00	561,959.00	145,686.84	541,146.50	20,812.50	96.30 %
01-22-45100	Health Insurance	352,046.00	352,046.00	26,159.83	223,481.21	128,564.79	63.48 %
01-22-45200	Life Insurance	1,000.00	1,000.00	70.00	623.00	377.00	62.30 %
01-22-47100	Uniform Allowance	18,000.00	18,000.00	1,656.97	13,062.86	4,937.14	72.57 %
	Category: 4000 - Personnel Total:	**3,354,789.00**	**3,354,789.00**	**370,456.69**	**2,543,663.49**	**811,125.51**	**75.82%**
Category: 5000 - Contractual Services							
01-22-51100	Building Maintenance	10,000.00	10,000.00	350.68	8,867.63	1,132.37	88.68 %
01-22-51200	Equipment Maintenance	10,000.00	10,000.00	3,009.35	10,370.19	-370.19	103.70 %
01-22-51300	Vehicle Maintenance	30,000.00	30,000.00	5,473.81	28,412.20	1,587.80	94.71 %
01-22-53400	Medical Services	5,000.00	5,000.00	184.00	4,288.00	712.00	85.76 %
01-22-54900	Other Professional Services	120,000.00	120,000.00	6,781.87	67,409.08	52,590.92	56.17 %
01-22-55100	Postage	500.00	500.00	0.00	30.43	469.57	6.09 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-22-55200	Telephone	7,000.00	7,000.00	532.15	7,375.61	-375.61	105.37 %
01-22-55400	Printing	750.00	750.00	0.00	1,166.40	-416.40	155.52 %
01-22-56100	Dues	1,000.00	1,000.00	0.00	825.00	175.00	82.50 %
01-22-56200	Travel	4,000.00	4,000.00	0.00	8,713.28	-4,713.28	217.83 %
01-22-56300	Training	30,000.00	30,000.00	950.00	21,462.75	8,537.25	71.54 %
01-22-56400	Tuition	3,000.00	3,000.00	0.00	1,350.00	1,650.00	45.00 %
01-22-56500	Publications	500.00	500.00	0.00	158.97	341.03	31.79 %
01-22-57100	Utilities	1,500.00	1,500.00	0.00	774.34	725.66	51.62 %
01-22-59400	Lease or Rentals	10,000.00	10,000.00	109.86	1,582.35	8,417.65	15.82 %
	Category: 5000 - Contractual Services Total:	**233,250.00**	**233,250.00**	**17,391.72**	**162,786.23**	**70,463.77**	**69.79%**
Category: 6000 - Commodities							
01-22-61100	Building Supplies	6,000.00	6,000.00	942.64	6,160.98	-160.98	102.68 %
01-22-61200	Equipment Supplies	5,000.00	5,000.00	2,587.00	4,938.34	61.66	98.77 %
01-22-61300	Vehicle Supplies	6,000.00	6,000.00	32.38	2,308.13	3,691.87	38.47 %
01-22-65100	Office Supplies	500.00	500.00	0.00	441.85	58.15	88.37 %
01-22-65200	Operating Supplies	30,000.00	30,000.00	4,858.08	27,507.85	2,492.15	91.69 %
01-22-65400	Janitorial Supplies	1,500.00	1,500.00	105.94	1,018.87	481.13	67.92 %
01-22-65500	Gasoline/Oil	20,000.00	20,000.00	1,663.68	16,217.83	3,782.17	81.09 %
01-22-68400	Software	33,000.00	33,000.00	1,495.00	14,887.66	18,112.34	45.11 %
	Category: 6000 - Commodities Total:	**102,000.00**	**102,000.00**	**11,684.72**	**73,481.51**	**28,518.49**	**72.04%**
Category: 8000 - Capital Outlay							
01-22-83000	Equipment	107,459.00	107,459.00	15,490.87	47,325.59	60,133.41	44.04 %
01-22-89000	Other Improvements	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**122,459.00**	**122,459.00**	**15,490.87**	**47,325.59**	**75,133.41**	**38.65%**
Category: 9000 - Other Expenditures							
01-22-91100	Public Relations	3,000.00	3,000.00	1,092.95	1,325.95	1,674.05	44.20 %
	Category: 9000 - Other Expenditures Total:	**3,000.00**	**3,000.00**	**1,092.95**	**1,325.95**	**1,674.05**	**44.20%**
	Department: 22 - Fire Total:	**3,815,498.00**	**3,815,498.00**	**416,116.95**	**2,828,582.77**	**986,915.23**	**74.13%**
Department: 41 - Street							
Category: 4000 - Personnel							
01-41-42100	Full-Time	1,092,857.00	1,092,857.00	93,390.54	839,347.10	253,509.90	76.80 %
01-41-42200	Part-Time	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
01-41-42300	Overtime	76,500.00	76,500.00	1,581.28	37,145.64	39,354.36	48.56 %
01-41-42600	Pager	36,500.00	36,500.00	1,865.81	22,520.88	13,979.12	61.70 %
01-41-45100	Health Insurance	239,474.00	239,474.00	19,572.24	189,981.43	49,492.57	79.33 %
01-41-45200	Life Insurance	900.00	900.00	49.91	421.24	478.76	46.80 %
01-41-47300	Clothing Acquisition	8,500.00	8,500.00	653.49	6,634.32	1,865.68	78.05 %
	Category: 4000 - Personnel Total:	**1,479,731.00**	**1,479,731.00**	**117,113.27**	**1,096,050.61**	**383,680.39**	**74.07%**
Category: 5000 - Contractual Services							
01-41-51100	Building Maintenance	3,000.00	3,000.00	0.00	511.47	2,488.53	17.05 %
01-41-51200	Equipment Maintenance	20,000.00	20,000.00	0.00	19,162.65	837.35	95.81 %
01-41-51300	Vehicle Maintenance	30,000.00	30,000.00	0.00	30,085.72	-85.72	100.29 %
01-41-51400	Street Maintenance	25,000.00	25,000.00	0.00	28,373.00	-3,373.00	113.49 %
01-41-51450	Forestry Maintenance	25,000.00	25,000.00	0.00	15,400.00	9,600.00	61.60 %
01-41-51600	Snow Removal Maintenance	5,000.00	5,000.00	0.00	840.00	4,160.00	16.80 %
01-41-52900	Traffic Signal Maintenance	25,000.00	25,000.00	4,143.00	18,564.85	6,435.15	74.26 %
01-41-52920	Property Maintenance	30,000.00	30,000.00	2,261.00	24,064.50	5,935.50	80.22 %
01-41-53600	Janitorial Services	2,500.00	2,500.00	276.56	2,726.33	-226.33	109.05 %
01-41-54900	Other Professional Services	15,000.00	15,000.00	1,161.57	16,740.34	-1,740.34	111.60 %
01-41-55100	Postage	25.00	25.00	0.00	0.00	25.00	0.00 %
01-41-55200	Telephone	6,250.00	6,250.00	342.58	3,990.75	2,259.25	63.85 %
01-41-55300	Publishing	300.00	300.00	0.00	0.00	300.00	0.00 %
01-41-55600	Dispatching/Radio	0.00	0.00	0.00	2,057.60	-2,057.60	0.00 %
01-41-56200	Travel	5,000.00	5,000.00	0.00	74.55	4,925.45	1.49 %
01-41-56300	Training	20,000.00	20,000.00	715.00	4,014.33	15,985.67	20.07 %
01-41-56500	Publications	200.00	200.00	0.00	139.99	60.01	70.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-41-57100	Utilities	2,500.00	2,500.00	157.84	830.94	1,669.06	33.24 %
01-41-57200	Street Lighting	1,000.00	1,000.00	32.85	278.85	721.15	27.89 %
01-41-59400	Lease or Rentals	40,000.00	40,000.00	6,316.13	47,505.42	-7,505.42	118.76 %
	Category: 5000 - Contractual Services Total:	**255,775.00**	**255,775.00**	**15,406.53**	**215,361.29**	**40,413.71**	**84.20%**
Category: 6000 - Commodities							
01-41-61100	Building Supplies	3,500.00	3,500.00	0.00	1,113.51	2,386.49	31.81 %
01-41-61200	Equipment Supplies	30,000.00	30,000.00	2,623.11	24,192.48	5,807.52	80.64 %
01-41-61300	Vehicle Supplies	30,000.00	30,000.00	5,814.87	29,238.82	761.18	97.46 %
01-41-61400	Street Supplies	75,000.00	75,000.00	2,864.72	53,276.35	21,723.65	71.04 %
01-41-61600	Snow Removal Supplies	110,000.00	110,000.00	0.00	65,031.73	44,968.27	59.12 %
01-41-61700	Grounds Supplies	10,000.00	10,000.00	29.99	1,573.05	8,426.95	15.73 %
01-41-62900	Other Signage Supplies	25,000.00	25,000.00	1,288.00	4,335.67	20,664.33	17.34 %
01-41-65100	Office Supplies	2,500.00	2,500.00	54.99	504.51	1,995.49	20.18 %
01-41-65200	Operating Supplies	15,000.00	15,000.00	442.11	13,172.86	1,827.14	87.82 %
01-41-65300	Small Tools	5,000.00	5,000.00	910.60	3,861.70	1,138.30	77.23 %
01-41-65400	Janitorial Supplies	1,000.00	1,000.00	120.52	714.93	285.07	71.49 %
01-41-65500	Gasoline/Oil	60,000.00	60,000.00	3,159.32	46,805.80	13,194.20	78.01 %
01-41-66100	Safety Supplies	4,000.00	4,000.00	55.99	4,125.82	-125.82	103.15 %
	Category: 6000 - Commodities Total:	**371,000.00**	**371,000.00**	**17,364.22**	**247,947.23**	**123,052.77**	**66.83%**
Category: 7000 - Debt Service							
01-41-72260	Principal Expense	130,723.00	130,723.00	0.00	0.00	130,723.00	0.00 %
	Category: 7000 - Debt Service Total:	**130,723.00**	**130,723.00**	**0.00**	**0.00**	**130,723.00**	**0.00%**
Category: 8000 - Capital Outlay							
01-41-83000	Equipment	74,500.00	74,500.00	11,189.50	12,482.68	62,017.32	16.76 %
01-41-84000	Vehicle	85,000.00	85,000.00	0.00	6,260.00	78,740.00	7.36 %
01-41-89000	Other Improvements	60,000.00	60,000.00	0.00	41,924.67	18,075.33	69.87 %
	Category: 8000 - Capital Outlay Total:	**219,500.00**	**219,500.00**	**11,189.50**	**60,667.35**	**158,832.65**	**27.64%**
Category: 9000 - Other Expenditures							
01-41-91000	Bad Debt	0.00	0.00	99.90	308.32	-308.32	0.00 %
01-41-92900	Miscellaneous	200.00	200.00	0.00	0.00	200.00	0.00 %
	Category: 9000 - Other Expenditures Total:	**200.00**	**200.00**	**99.90**	**308.32**	**-108.32**	**154.16%**
	Department: 41 - Street Total:	**2,456,929.00**	**2,456,929.00**	**161,173.42**	**1,620,334.80**	**836,594.20**	**65.95%**
Department: 44 - Community Development							
Category: 4000 - Personnel							
01-44-42100	Full-Time	346,296.00	346,296.00	25,786.36	227,672.08	118,623.92	65.74 %
01-44-42300	Overtime	0.00	0.00	0.00	299.46	-299.46	0.00 %
01-44-45100	Health Insurance	57,078.00	57,078.00	5,004.22	45,038.00	12,040.00	78.91 %
01-44-45200	Life Insurance	300.00	300.00	10.50	94.50	205.50	31.50 %
	Category: 4000 - Personnel Total:	**403,674.00**	**403,674.00**	**30,801.08**	**273,104.04**	**130,569.96**	**67.65%**
Category: 5000 - Contractual Services							
01-44-51300	Vehicle Maintenance	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
01-44-52910	Other Maintenance - Nuisance Aba	0.00	0.00	0.00	150.00	-150.00	0.00 %
01-44-54900	Other Professional Services	32,000.00	32,000.00	60.00	4,553.60	27,446.40	14.23 %
01-44-54920	Downtown Beautification	45,000.00	45,000.00	0.00	56,527.21	-11,527.21	125.62 %
01-44-55200	Telephone	1,000.00	1,000.00	59.40	553.64	446.36	55.36 %
01-44-55300	Publishing	3,000.00	3,000.00	165.86	2,115.86	884.14	70.53 %
01-44-55400	Printing	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-44-56100	Dues	4,100.00	4,100.00	0.00	1,438.50	2,661.50	35.09 %
01-44-56200	Travel	7,000.00	7,000.00	35.38	141.51	6,858.49	2.02 %
01-44-56300	Training	7,000.00	7,000.00	0.00	642.24	6,357.76	9.17 %
01-44-59400	Lease or Rentals	10,000.00	10,000.00	406.07	3,675.63	6,324.37	36.76 %
	Category: 5000 - Contractual Services Total:	**115,600.00**	**115,600.00**	**726.71**	**69,798.19**	**45,801.81**	**60.38%**
Category: 6000 - Commodities							
01-44-61200	Equipment Supplies	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-44-65100	Office Supplies	1,500.00	1,500.00	0.00	330.00	1,170.00	22.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-44-65500	Gasoline/Oil	900.00	900.00	0.00	48.69	851.31	5.41 %
	Category: 6000 - Commodities Total:	**4,900.00**	**4,900.00**	**0.00**	**378.69**	**4,521.31**	**7.73%**
Category: 9000 - Other Expenditures							
01-44-91100	Public Relations	17,000.00	17,000.00	0.00	2,070.67	14,929.33	12.18 %
	Category: 9000 - Other Expenditures Total:	**17,000.00**	**17,000.00**	**0.00**	**2,070.67**	**14,929.33**	**12.18%**
	Department: 44 - Community Development Total:	**541,174.00**	**541,174.00**	**31,527.79**	**345,351.59**	**195,822.41**	**63.82%**
Department: 46 - Cemetery							
Category: 4000 - Personnel							
01-46-42100	Full Time	70,972.36	70,972.36	5,440.67	50,724.69	20,247.67	71.47 %
01-46-42300	Overtime	7,000.00	7,000.00	25.51	2,660.86	4,339.14	38.01 %
01-46-42600	Pager	3,000.00	3,000.00	0.00	1,776.81	1,223.19	59.23 %
01-46-45100	Health Insurance	15,653.00	15,653.00	1,318.30	11,864.56	3,788.44	75.80 %
01-46-45200	Life Insurance	75.00	75.00	2.60	23.28	51.72	31.04 %
	Category: 4000 - Personnel Total:	**96,700.36**	**96,700.36**	**6,787.08**	**67,050.20**	**29,650.16**	**69.34%**
Category: 5000 - Contractual Services							
01-46-51100	Building Maintenance	1,500.00	1,500.00	0.00	679.00	821.00	45.27 %
01-46-51200	Equipment Maintenance	250.00	250.00	0.00	0.00	250.00	0.00 %
01-46-51300	Vehicle Maintenance	250.00	250.00	0.00	0.00	250.00	0.00 %
01-46-54900	Other Professional Services	45,000.00	45,000.00	1,790.59	36,369.56	8,630.44	80.82 %
01-46-55200	Telephone	1,500.00	1,500.00	101.89	834.42	665.58	55.63 %
01-46-57100	Utilities	2,200.00	2,200.00	387.41	2,323.35	-123.35	105.61 %
01-46-59400	Lease or Rentals	8,500.00	8,500.00	0.00	3,752.07	4,747.93	44.14 %
	Category: 5000 - Contractual Services Total:	**59,200.00**	**59,200.00**	**2,279.89**	**43,958.40**	**15,241.60**	**74.25%**
Category: 6000 - Commodities							
01-46-61100	Building Supplies	500.00	500.00	0.00	27.32	472.68	5.46 %
01-46-61200	Equipment Supplies	500.00	500.00	0.00	402.28	97.72	80.46 %
01-46-61300	Vehicle Supplies	250.00	250.00	0.00	0.00	250.00	0.00 %
01-46-61400	Supplies Road	20,000.00	20,000.00	256.43	656.43	19,343.57	3.28 %
01-46-61700	Supplies Grounds	1,600.00	1,600.00	0.00	1,138.34	461.66	71.15 %
01-46-65200	Operating Supplies	750.00	750.00	0.00	410.21	339.79	54.69 %
01-46-65300	Small Tools	500.00	500.00	0.00	148.48	351.52	29.70 %
01-46-65400	Janitorial Supplies	200.00	200.00	37.02	37.02	162.98	18.51 %
01-46-65500	Gasoline/Oil	3,000.00	3,000.00	263.59	1,767.52	1,232.48	58.92 %
	Category: 6000 - Commodities Total:	**27,300.00**	**27,300.00**	**557.04**	**4,587.60**	**22,712.40**	**16.80%**
Category: 8000 - Capital Outlay							
01-46-83000	Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-46-84000	Vehicles	20,000.00	20,000.00	0.00	19,941.69	58.31	99.71 %
01-46-89000	Other Improvements	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**50,000.00**	**50,000.00**	**0.00**	**19,941.69**	**30,058.31**	**39.88%**
Category: 9000 - Other Expenditures							
01-46-92900	Miscellaneous Charges	1,000.00	1,000.00	123.36	1,215.18	-215.18	121.52 %
	Category: 9000 - Other Expenditures Total:	**1,000.00**	**1,000.00**	**123.36**	**1,215.18**	**-215.18**	**121.52%**
	Department: 46 - Cemetery Total:	**234,200.36**	**234,200.36**	**9,747.37**	**136,753.07**	**97,447.29**	**58.39%**
Department: 48 - Engineering							
Category: 4000 - Personnel							
01-48-42100	Full-Time	238,628.00	238,628.00	19,265.08	178,454.32	60,173.68	74.78 %
01-48-42200	Part-Time	5,900.00	5,900.00	0.00	6,405.85	-505.85	108.57 %
01-48-42300	Overtime	5,200.00	5,200.00	0.00	8,282.57	-3,082.57	159.28 %
01-48-45100	Health Insurance	41,000.00	41,000.00	3,152.22	29,095.52	11,904.48	70.96 %
01-48-45200	Life Insurance	142.00	142.00	6.60	61.00	81.00	42.96 %
	Category: 4000 - Personnel Total:	**290,870.00**	**290,870.00**	**22,423.90**	**222,299.26**	**68,570.74**	**76.43%**
Category: 5000 - Contractual Services							
01-48-51100	Building Maintenance	2,800.00	2,800.00	0.00	1,295.72	1,504.28	46.28 %
01-48-51200	Equipment Maintenance	1,900.00	1,900.00	206.99	1,505.53	394.47	79.24 %
01-48-51300	Vehicle Maintenance	2,000.00	2,000.00	0.00	1,311.98	688.02	65.60 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-48-53200	Engineering Service	8,700.00	8,700.00	0.00	4,040.50	4,659.50	46.44 %
01-48-54900	Other Professional Services	4,800.00	4,800.00	480.00	5,911.75	-1,111.75	123.16 %
01-48-55200	Telephone	2,400.00	2,400.00	190.08	1,856.69	543.31	77.36 %
01-48-55300	Publishing	200.00	200.00	0.00	0.00	200.00	0.00 %
01-48-56100	Dues	1,200.00	1,200.00	0.00	490.60	709.40	40.88 %
01-48-56200	Travel	1,100.00	1,100.00	0.00	40.00	1,060.00	3.64 %
01-48-56300	Training	2,100.00	2,100.00	0.00	3,266.83	-1,166.83	155.56 %
01-48-56500	Publications	100.00	100.00	0.00	0.00	100.00	0.00 %
01-48-57100	Utilities	100.00	100.00	0.00	0.00	100.00	0.00 %
01-48-59400	Lease or Rentals	18,200.00	18,200.00	1,546.70	13,975.70	4,224.30	76.79 %
	Category: 5000 - Contractual Services Total:	**45,600.00**	**45,600.00**	**2,423.77**	**33,695.30**	**11,904.70**	**73.89%**
	Category: 6000 - Commodities						
01-48-61200	Equipment Supplies	1,800.00	1,800.00	0.00	567.40	1,232.60	31.52 %
01-48-65100	Office Supplies	820.00	820.00	0.00	609.59	210.41	74.34 %
01-48-65300	Small Tools	500.00	500.00	0.00	157.05	342.95	31.41 %
01-48-65400	Janitorial Supplies	150.00	150.00	0.00	0.00	150.00	0.00 %
01-48-65500	Gasoline/Oil	2,100.00	2,100.00	161.50	1,704.61	395.39	81.17 %
01-48-67000	Print Materials	0.00	0.00	0.00	206.85	-206.85	0.00 %
01-48-68400	Software	5,200.00	5,200.00	0.00	770.00	4,430.00	14.81 %
	Category: 6000 - Commodities Total:	**10,570.00**	**10,570.00**	**161.50**	**4,015.50**	**6,554.50**	**37.99%**
	Category: 8000 - Capital Outlay						
01-48-82000	Building	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-48-83000	Equipment	8,000.00	8,000.00	53.92	7,567.29	432.71	94.59 %
01-48-87000	Furniture	500.00	500.00	0.00	0.00	500.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**11,500.00**	**11,500.00**	**53.92**	**7,567.29**	**3,932.71**	**65.80%**
	Category: 9000 - Other Expenditures						
01-48-92900	Miscellaneous	200.00	200.00	828.57	1,584.28	-1,384.28	792.14 %
	Category: 9000 - Other Expenditures Total:	**200.00**	**200.00**	**828.57**	**1,584.28**	**-1,384.28**	**792.14%**
	Department: 48 - Engineering Total:	**358,740.00**	**358,740.00**	**25,891.66**	**269,161.63**	**89,578.37**	**75.03%**
	Department: 61 - Economic Development						
	Category: 4000 - Personnel						
01-61-45200	Life Insurance	0.00	0.00	0.40	2.00	-2.00	0.00 %
	Category: 4000 - Personnel Total:	**0.00**	**0.00**	**0.40**	**2.00**	**-2.00**	**0.00%**
	Category: 5000 - Contractual Services						
01-61-54900	Other Professional Services	15,000.00	15,000.00	1,275.00	11,475.00	3,525.00	76.50 %
01-61-55200	Telephone	1,500.00	1,500.00	0.00	141.76	1,358.24	9.45 %
01-61-56100	Dues	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-61-56200	Travel	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-61-56300	Training	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-61-56600	Conference	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
	Category: 5000 - Contractual Services Total:	**23,500.00**	**23,500.00**	**1,275.00**	**11,616.76**	**11,883.24**	**49.43%**
	Category: 6000 - Commodities						
01-61-65100	Office Supplies	500.00	500.00	0.00	-59.66	559.66	-11.93 %
01-61-65200	Operating Supplies	300.00	300.00	0.00	0.00	300.00	0.00 %
	Category: 6000 - Commodities Total:	**800.00**	**800.00**	**0.00**	**-59.66**	**859.66**	**-7.46%**
	Category: 9000 - Other Expenditures						
01-61-91100	Community Relations	2,500.00	2,500.00	0.00	237.58	2,262.42	9.50 %
	Category: 9000 - Other Expenditures Total:	**2,500.00**	**2,500.00**	**0.00**	**237.58**	**2,262.42**	**9.50%**
	Department: 61 - Economic Development Total:	**26,800.00**	**26,800.00**	**1,275.40**	**11,796.68**	**15,003.32**	**44.02%**
	Expense Total:	**15,372,877.48**	**15,372,877.48**	**1,456,857.48**	**11,473,177.62**	**3,899,699.86**	**74.63%**
	Fund: 01 - General Surplus (Deficit):	**-508,406.42**	**-508,406.42**	**187,156.40**	**495,915.25**	**1,004,321.67**	**-97.54%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 11 - Audit							
Revenue							
Department: 00 - 00							
Category: 3110 - Property							
11-00-31100	Property Tax	31,000.00	31,000.00	9,805.91	29,591.33	-1,408.67	95.46 %
	Category: 3110 - Property Total:	**31,000.00**	**31,000.00**	**9,805.91**	**29,591.33**	**-1,408.67**	**95.46%**
Category: 3810 - Investment Income							
11-00-38100	Interest Income	10.00	10.00	0.00	1.48	-8.52	14.80 %
	Category: 3810 - Investment Income Total:	**10.00**	**10.00**	**0.00**	**1.48**	**-8.52**	**14.80%**
	Department: 00 - 00 Total:	**31,010.00**	**31,010.00**	**9,805.91**	**29,592.81**	**-1,417.19**	**95.43%**
	Revenue Total:	**31,010.00**	**31,010.00**	**9,805.91**	**29,592.81**	**-1,417.19**	**95.43%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
11-00-53100	Accounting Service	31,315.00	31,315.00	0.00	31,315.00	0.00	100.00 %
	Category: 5000 - Contractual Services Total:	**31,315.00**	**31,315.00**	**0.00**	**31,315.00**	**0.00**	**100.00%**
	Department: 00 - 00 Total:	**31,315.00**	**31,315.00**	**0.00**	**31,315.00**	**0.00**	**100.00%**
	Expense Total:	**31,315.00**	**31,315.00**	**0.00**	**31,315.00**	**0.00**	**100.00%**
	Fund: 11 - Audit Surplus (Deficit):	**-305.00**	**-305.00**	**9,805.91**	**-1,722.19**	**-1,417.19**	**564.65%**
Fund: 12 - Insurance							
Revenue							
Department: 00 - 00							
Category: 3110 - Property							
12-00-31100	Property Tax	375,000.00	375,000.00	121,814.37	367,599.75	-7,400.25	98.03 %
	Category: 3110 - Property Total:	**375,000.00**	**375,000.00**	**121,814.37**	**367,599.75**	**-7,400.25**	**98.03%**
Category: 3810 - Investment Income							
12-00-38100	Interest Income	100.00	100.00	0.00	0.00	-100.00	0.00 %
	Category: 3810 - Investment Income Total:	**100.00**	**100.00**	**0.00**	**0.00**	**-100.00**	**0.00%**
	Department: 00 - 00 Total:	**375,100.00**	**375,100.00**	**121,814.37**	**367,599.75**	**-7,500.25**	**98.00%**
	Revenue Total:	**375,100.00**	**375,100.00**	**121,814.37**	**367,599.75**	**-7,500.25**	**98.00%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
12-00-59200	Insurance	385,000.00	385,000.00	32,083.33	284,957.36	100,042.64	74.01 %
	Category: 5000 - Contractual Services Total:	**385,000.00**	**385,000.00**	**32,083.33**	**284,957.36**	**100,042.64**	**74.01%**
Category: 9000 - Other Expenditures							
12-00-99964	Transfer Admin Services Fund	11,000.00	11,000.00	916.67	8,250.03	2,749.97	75.00 %
	Category: 9000 - Other Expenditures Total:	**11,000.00**	**11,000.00**	**916.67**	**8,250.03**	**2,749.97**	**75.00%**
	Department: 00 - 00 Total:	**396,000.00**	**396,000.00**	**33,000.00**	**293,207.39**	**102,792.61**	**74.04%**
	Expense Total:	**396,000.00**	**396,000.00**	**33,000.00**	**293,207.39**	**102,792.61**	**74.04%**
	Fund: 12 - Insurance Surplus (Deficit):	**-20,900.00**	**-20,900.00**	**88,814.37**	**74,392.36**	**95,292.36**	**-355.94%**
Fund: 13 - Illinois Municipal Fund							
Revenue							
Department: 00 - 00							
Category: 3110 - Property							
13-00-31100	Property Tax	100,000.00	100,000.00	31,634.30	95,462.98	-4,537.02	95.46 %
	Category: 3110 - Property Total:	**100,000.00**	**100,000.00**	**31,634.30**	**95,462.98**	**-4,537.02**	**95.46%**
Category: 3420 - Other Taxes							
13-00-34200	Personal Property Replacement Tax	22,045.00	22,045.00	0.00	22,045.00	0.00	100.00 %
	Category: 3420 - Other Taxes Total:	**22,045.00**	**22,045.00**	**0.00**	**22,045.00**	**0.00**	**100.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 3810 - Investment Income							
13-00-38100	Interest Income	400.00	400.00	63.05	390.84	-9.16	97.71 %
Category: 3810 - Investment Income Total:		**400.00**	**400.00**	**63.05**	**390.84**	**-9.16**	**97.71%**
Department: 00 - 00 Total:		**122,445.00**	**122,445.00**	**31,697.35**	**117,898.82**	**-4,546.18**	**96.29%**
Revenue Total:		**122,445.00**	**122,445.00**	**31,697.35**	**117,898.82**	**-4,546.18**	**96.29%**
Expense							
Department: 00 - 00							
Category: 4000 - Personnel							
13-00-46300	IMRF	154,000.00	154,000.00	12,525.76	117,781.51	36,218.49	76.48 %
Category: 4000 - Personnel Total:		**154,000.00**	**154,000.00**	**12,525.76**	**117,781.51**	**36,218.49**	**76.48%**
Department: 00 - 00 Total:		**154,000.00**	**154,000.00**	**12,525.76**	**117,781.51**	**36,218.49**	**76.48%**
Expense Total:		**154,000.00**	**154,000.00**	**12,525.76**	**117,781.51**	**36,218.49**	**76.48%**
Fund: 13 - Illinois Municipal Fund Surplus (Deficit):		**-31,555.00**	**-31,555.00**	**19,171.59**	**117.31**	**31,672.31**	**-0.37%**
Fund: 14 - Social Security							
Revenue							
Department: 00 - 00							
Category: 3110 - Property							
14-00-31100	Property Tax	290,000.00	290,000.00	91,751.48	276,878.88	-13,121.12	95.48 %
Category: 3110 - Property Total:		**290,000.00**	**290,000.00**	**91,751.48**	**276,878.88**	**-13,121.12**	**95.48%**
Category: 3810 - Investment Income							
14-00-38100	Interest Income	25.00	25.00	0.00	0.00	-25.00	0.00 %
Category: 3810 - Investment Income Total:		**25.00**	**25.00**	**0.00**	**0.00**	**-25.00**	**0.00%**
Department: 00 - 00 Total:		**290,025.00**	**290,025.00**	**91,751.48**	**276,878.88**	**-13,146.12**	**95.47%**
Revenue Total:		**290,025.00**	**290,025.00**	**91,751.48**	**276,878.88**	**-13,146.12**	**95.47%**
Expense							
Department: 00 - 00							
Category: 4000 - Personnel							
14-00-46100	Social Security	265,000.00	265,000.00	22,382.75	208,933.49	56,066.51	78.84 %
Category: 4000 - Personnel Total:		**265,000.00**	**265,000.00**	**22,382.75**	**208,933.49**	**56,066.51**	**78.84%**
Department: 00 - 00 Total:		**265,000.00**	**265,000.00**	**22,382.75**	**208,933.49**	**56,066.51**	**78.84%**
Expense Total:		**265,000.00**	**265,000.00**	**22,382.75**	**208,933.49**	**56,066.51**	**78.84%**
Fund: 14 - Social Security Surplus (Deficit):		**25,025.00**	**25,025.00**	**69,368.73**	**67,945.39**	**42,920.39**	**271.51%**
Fund: 15 - Ambulance							
Revenue							
Department: 00 - 00							
Category: 3810 - Investment Income							
15-00-38100	Interest Income	3,000.00	3,000.00	255.62	5,467.40	2,467.40	182.25 %
Category: 3810 - Investment Income Total:		**3,000.00**	**3,000.00**	**255.62**	**5,467.40**	**2,467.40**	**182.25%**
Category: 3990 - Interfund Transfers							
15-00-39901	Transfer from General Fund	200,000.00	200,000.00	16,666.67	150,000.03	-49,999.97	75.00 %
Category: 3990 - Interfund Transfers Total:		**200,000.00**	**200,000.00**	**16,666.67**	**150,000.03**	**-49,999.97**	**75.00%**
Department: 00 - 00 Total:		**203,000.00**	**203,000.00**	**16,922.29**	**155,467.43**	**-47,532.57**	**76.58%**
Revenue Total:		**203,000.00**	**203,000.00**	**16,922.29**	**155,467.43**	**-47,532.57**	**76.58%**
Expense							
Department: 00 - 00							
Category: 7000 - Debt Service							
15-00-72000	Interest Expense - 2019 Loan	4,961.25	4,961.25	4,961.25	4,961.25	0.00	100.00 %
15-00-72200	Principal Expense - 2019 Loan	17,500.00	17,500.00	17,500.00	17,500.00	0.00	100.00 %
Category: 7000 - Debt Service Total:		**22,461.25**	**22,461.25**	**22,461.25**	**22,461.25**	**0.00**	**100.00%**
Category: 8000 - Capital Outlay							
15-00-82000	Building	300,000.00	300,000.00	0.00	15,853.18	284,146.82	5.28 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
15-00-84000	Vehicle	355,000.00	355,000.00	0.00	0.00	355,000.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**655,000.00**	**655,000.00**	**0.00**	**15,853.18**	**639,146.82**	**2.42%**
	Department: 00 - 00 Total:	**677,461.25**	**677,461.25**	**22,461.25**	**38,314.43**	**639,146.82**	**5.66%**
	Expense Total:	**677,461.25**	**677,461.25**	**22,461.25**	**38,314.43**	**639,146.82**	**5.66%**
	Fund: 15 - Ambulance Surplus (Deficit):	**-474,461.25**	**-474,461.25**	**-5,538.96**	**117,153.00**	**591,614.25**	**-24.69%**
Fund: 16 - Eastern Gateway TIF							
Revenue							
Department: 00 - 00							
Category: 3110 - Property							
16-00-31361	Property Tax	0.00	0.00	110.37	17,018.96	17,018.96	0.00 %
	Category: 3110 - Property Total:	**0.00**	**0.00**	**110.37**	**17,018.96**	**17,018.96**	**0.00%**
	Department: 00 - 00 Total:	**0.00**	**0.00**	**110.37**	**17,018.96**	**17,018.96**	**0.00%**
	Revenue Total:	**0.00**	**0.00**	**110.37**	**17,018.96**	**17,018.96**	**0.00%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
16-00-53300	Legal Service	40,000.00	40,000.00	0.00	200.00	39,800.00	0.50 %
16-00-54900	Other Professional Services	130,000.00	130,000.00	0.00	4,058.06	125,941.94	3.12 %
16-00-56300	Training	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	Category: 5000 - Contractual Services Total:	**175,000.00**	**175,000.00**	**0.00**	**4,258.06**	**170,741.94**	**2.43%**
	Department: 00 - 00 Total:	**175,000.00**	**175,000.00**	**0.00**	**4,258.06**	**170,741.94**	**2.43%**
	Expense Total:	**175,000.00**	**175,000.00**	**0.00**	**4,258.06**	**170,741.94**	**2.43%**
	Fund: 16 - Eastern Gateway TIF Surplus (Deficit):	**-175,000.00**	**-175,000.00**	**110.37**	**12,760.90**	**187,760.90**	**-7.29%**
Fund: 17 - Motor Fuel Tax							
Revenue							
Department: 00 - 00							
Category: 3430 - Motor Fuel Tax							
17-00-34300	Motor Fuel Tax Allotment	440,844.82	440,844.82	39,705.51	317,890.89	-122,953.93	72.11 %
	Category: 3430 - Motor Fuel Tax Total:	**440,844.82**	**440,844.82**	**39,705.51**	**317,890.89**	**-122,953.93**	**72.11%**
Category: 3470 - Grants							
17-00-34710	Grant EDP/TARP S Main St 12-0012-	280,000.00	280,000.00	0.00	0.00	-280,000.00	0.00 %
	Category: 3470 - Grants Total:	**280,000.00**	**280,000.00**	**0.00**	**0.00**	**-280,000.00**	**0.00%**
Category: 3810 - Investment Income							
17-00-38100	Interest Income	65,000.00	65,000.00	7,818.79	66,591.29	1,591.29	102.45 %
	Category: 3810 - Investment Income Total:	**65,000.00**	**65,000.00**	**7,818.79**	**66,591.29**	**1,591.29**	**102.45%**
	Department: 00 - 00 Total:	**785,844.82**	**785,844.82**	**47,524.30**	**384,482.18**	**-401,362.64**	**48.93%**
	Revenue Total:	**785,844.82**	**785,844.82**	**47,524.30**	**384,482.18**	**-401,362.64**	**48.93%**
Expense							
Department: 00 - 00							
Category: 9000 - Other Expenditures							
17-00-99908	Transfer Cap Impr S Main 12-00112	280,000.00	280,000.00	0.00	0.00	280,000.00	0.00 %
17-00-99975	Trans to Cap Impr MFT Projects	824,000.00	824,000.00	0.00	0.00	824,000.00	0.00 %
	Category: 9000 - Other Expenditures Total:	**1,104,000.00**	**1,104,000.00**	**0.00**	**0.00**	**1,104,000.00**	**0.00%**
	Department: 00 - 00 Total:	**1,104,000.00**	**1,104,000.00**	**0.00**	**0.00**	**1,104,000.00**	**0.00%**
	Expense Total:	**1,104,000.00**	**1,104,000.00**	**0.00**	**0.00**	**1,104,000.00**	**0.00%**
	Fund: 17 - Motor Fuel Tax Surplus (Deficit):	**-318,155.18**	**-318,155.18**	**47,524.30**	**384,482.18**	**702,637.36**	**-120.85%**
Fund: 18 - Utility Tax							
Revenue							
Department: 00 - 00							
Category: 3130 - Utility Tax							
18-00-31310	Electric Utility Tax	595,000.00	595,000.00	42,835.11	373,849.32	-221,150.68	62.83 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
18-00-31320	Natural Gas Utiilty Tax	285,000.00	285,000.00	11,148.23	176,268.89	-108,731.11	61.85 %
	Category: 3130 - Utility Tax Total:	**880,000.00**	**880,000.00**	**53,983.34**	**550,118.21**	**-329,881.79**	**62.51%**
Category: 3810 - Investment Income							
18-00-38100	Interest Income	16,000.00	16,000.00	380.19	4,820.99	-11,179.01	30.13 %
	Category: 3810 - Investment Income Total:	**16,000.00**	**16,000.00**	**380.19**	**4,820.99**	**-11,179.01**	**30.13%**
	Department: 00 - 00 Total:	**896,000.00**	**896,000.00**	**54,363.53**	**554,939.20**	**-341,060.80**	**61.94%**
	Revenue Total:	**896,000.00**	**896,000.00**	**54,363.53**	**554,939.20**	**-341,060.80**	**61.94%**
Expense							
Department: 00 - 00							
Category: 9000 - Other Expenditures							
18-00-99936	Capital Improvement Fund Transfer	1,286,000.00	1,286,000.00	261,721.66	562,637.79	723,362.21	43.75 %
	Category: 9000 - Other Expenditures Total:	**1,286,000.00**	**1,286,000.00**	**261,721.66**	**562,637.79**	**723,362.21**	**43.75%**
	Department: 00 - 00 Total:	**1,286,000.00**	**1,286,000.00**	**261,721.66**	**562,637.79**	**723,362.21**	**43.75%**
	Expense Total:	**1,286,000.00**	**1,286,000.00**	**261,721.66**	**562,637.79**	**723,362.21**	**43.75%**
	Fund: 18 - Utility Tax Surplus (Deficit):	**-390,000.00**	**-390,000.00**	**-207,358.13**	**-7,698.59**	**382,301.41**	**1.97%**
Fund: 19 - Hotel-Motel Tax							
Revenue							
Department: 00 - 00							
Category: 3140 - Hotel/Motel Tax							
19-00-31400	Hotel/Motel Tax	275,000.00	275,000.00	44,982.34	219,146.61	-55,853.39	79.69 %
	Category: 3140 - Hotel/Motel Tax Total:	**275,000.00**	**275,000.00**	**44,982.34**	**219,146.61**	**-55,853.39**	**79.69%**
Category: 3790 - Other Revenues							
19-00-37900	Other Revenue	9,307.00	9,307.00	0.00	9,282.00	-25.00	99.73 %
	Category: 3790 - Other Revenues Total:	**9,307.00**	**9,307.00**	**0.00**	**9,282.00**	**-25.00**	**99.73%**
Category: 3810 - Investment Income							
19-00-38100	Interest Income	800.00	800.00	76.06	3,422.28	2,622.28	427.79 %
	Category: 3810 - Investment Income Total:	**800.00**	**800.00**	**76.06**	**3,422.28**	**2,622.28**	**427.79%**
Category: 3890 - Miscellaneous Income							
19-00-38983	Merchandise Sales	20,000.00	20,000.00	2,177.77	18,882.95	-1,117.05	94.41 %
	Category: 3890 - Miscellaneous Income Total:	**20,000.00**	**20,000.00**	**2,177.77**	**18,882.95**	**-1,117.05**	**94.41%**
	Department: 00 - 00 Total:	**305,107.00**	**305,107.00**	**47,236.17**	**250,733.84**	**-54,373.16**	**82.18%**
	Revenue Total:	**305,107.00**	**305,107.00**	**47,236.17**	**250,733.84**	**-54,373.16**	**82.18%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
19-00-54912	Flagg Township Museum	12,000.00	12,000.00	0.00	12,000.00	0.00	100.00 %
19-00-54930	Web Site - Design and Maint	1,000.00	1,000.00	6,000.00	6,500.00	-5,500.00	650.00 %
19-00-55500	Advertising	10,000.00	10,000.00	0.00	8,475.48	1,524.52	84.75 %
19-00-56200	Travel	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
19-00-56600	Conference	1,000.00	1,000.00	0.00	660.49	339.51	66.05 %
	Category: 5000 - Contractual Services Total:	**25,000.00**	**25,000.00**	**6,000.00**	**27,635.97**	**-2,635.97**	**110.54%**
Category: 8000 - Capital Outlay							
19-00-89000	Other Improvements	25,000.00	25,000.00	0.00	10,000.00	15,000.00	40.00 %
	Category: 8000 - Capital Outlay Total:	**25,000.00**	**25,000.00**	**0.00**	**10,000.00**	**15,000.00**	**40.00%**
Category: 9000 - Other Expenditures							
19-00-91100	Community Relations	5,000.00	5,000.00	474.00	5,843.21	-843.21	116.86 %
19-00-91110	Downtown Christmas Promotion	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
19-00-91120	Lincoln Hwy Heritage Festival	8,000.00	8,000.00	1,755.09	9,977.51	-1,977.51	124.72 %
19-00-91140	Railroad Days	6,000.00	6,000.00	0.00	3,409.50	2,590.50	56.83 %
19-00-91141	Irish Hooley	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
19-00-91144	Cinco de Mayo	9,000.00	9,000.00	0.00	12,063.50	-3,063.50	134.04 %
19-00-91145	Hay Day	8,000.00	8,000.00	70.00	1,265.00	6,735.00	15.81 %
19-00-91190	Miscellaneous Events	25,000.00	25,000.00	1,576.18	30,997.10	-5,997.10	123.99 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
19-00-99019	Blackhawk Waterways	10,000.00	10,000.00	0.00	10,000.00	0.00	100.00 %
19-00-99959	Transfer to Golf Course	110,000.00	110,000.00	5,000.00	45,000.00	65,000.00	40.91 %
19-00-99977	Transfer to Downtown TIF	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
	Category: 9000 - Other Expenditures Total:	**292,000.00**	**292,000.00**	**8,875.27**	**218,555.82**	**73,444.18**	**74.85%**
	Department: 00 - 00 Total:	**342,000.00**	**342,000.00**	**14,875.27**	**256,191.79**	**85,808.21**	**74.91%**
Department: 30 - Railfan Park							
Category: 4000 - Personnel							
19-30-42200	Part-Time	30,000.00	30,000.00	2,282.28	19,282.76	10,717.24	64.28 %
19-30-46100	Social Security	2,295.00	2,295.00	174.60	1,506.54	788.46	65.64 %
19-30-46300	IMRF	1,659.00	1,659.00	126.22	1,089.08	569.92	65.65 %
	Category: 4000 - Personnel Total:	**33,954.00**	**33,954.00**	**2,583.10**	**21,878.38**	**12,075.62**	**64.44%**
Category: 5000 - Contractual Services							
19-30-51100	Building Maintenance	10,000.00	10,000.00	186.77	6,160.89	3,839.11	61.61 %
19-30-57100	Utilities	2,000.00	2,000.00	429.71	3,899.95	-1,899.95	195.00 %
19-30-57901	Railroad Park-Other	0.00	0.00	198.00	1,159.00	-1,159.00	0.00 %
	Category: 5000 - Contractual Services Total:	**12,000.00**	**12,000.00**	**814.48**	**11,219.84**	**780.16**	**93.50%**
Category: 6000 - Commodities							
19-30-61000	Maintenance Supplies - Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
19-30-65200	Operating Supplies	5,000.00	5,000.00	25.40	36.25	4,963.75	0.73 %
	Category: 6000 - Commodities Total:	**6,000.00**	**6,000.00**	**25.40**	**36.25**	**5,963.75**	**0.60%**
Category: 8000 - Capital Outlay							
19-30-83000	Capital Outlay - Building	5,000.00	5,000.00	0.00	1,250.00	3,750.00	25.00 %
19-30-89000	Other Improvements	250,000.00	250,000.00	0.00	11,273.63	238,726.37	4.51 %
	Category: 8000 - Capital Outlay Total:	**255,000.00**	**255,000.00**	**0.00**	**12,523.63**	**242,476.37**	**4.91%**
Category: 9000 - Other Expenditures							
19-30-91101	Railroad Park Merchandise	15,000.00	15,000.00	3,482.88	14,605.92	394.08	97.37 %
	Category: 9000 - Other Expenditures Total:	**15,000.00**	**15,000.00**	**3,482.88**	**14,605.92**	**394.08**	**97.37%**
	Department: 30 - Railfan Park Total:	**321,954.00**	**321,954.00**	**6,905.86**	**60,264.02**	**261,689.98**	**18.72%**
	Expense Total:	**663,954.00**	**663,954.00**	**21,781.13**	**316,455.81**	**347,498.19**	**47.66%**
	Fund: 19 - Hotel-Motel Tax Surplus (Deficit):	**-358,847.00**	**-358,847.00**	**25,455.04**	**-65,721.97**	**293,125.03**	**18.31%**
Fund: 20 - Sales Tax							
Revenue							
Department: 00 - 00							
Category: 3440 - Sales							
20-00-34400	Sales tax	1,515,000.00	1,515,000.00	137,123.29	1,195,780.51	-319,219.49	78.93 %
	Category: 3440 - Sales Total:	**1,515,000.00**	**1,515,000.00**	**137,123.29**	**1,195,780.51**	**-319,219.49**	**78.93%**
Category: 3810 - Investment Income							
20-00-38100	Interest Income	67,000.00	67,000.00	10,821.41	84,776.31	17,776.31	126.53 %
	Category: 3810 - Investment Income Total:	**67,000.00**	**67,000.00**	**10,821.41**	**84,776.31**	**17,776.31**	**126.53%**
	Department: 00 - 00 Total:	**1,582,000.00**	**1,582,000.00**	**147,944.70**	**1,280,556.82**	**-301,443.18**	**80.95%**
	Revenue Total:	**1,582,000.00**	**1,582,000.00**	**147,944.70**	**1,280,556.82**	**-301,443.18**	**80.95%**
Expense							
Department: 00 - 00							
Category: 9000 - Other Expenditures							
20-00-99936	Capital Improvement Fund Transfer	2,529,000.00	2,529,000.00	12,891.16	925,899.39	1,603,100.61	36.61 %
	Category: 9000 - Other Expenditures Total:	**2,529,000.00**	**2,529,000.00**	**12,891.16**	**925,899.39**	**1,603,100.61**	**36.61%**
	Department: 00 - 00 Total:	**2,529,000.00**	**2,529,000.00**	**12,891.16**	**925,899.39**	**1,603,100.61**	**36.61%**
	Expense Total:	**2,529,000.00**	**2,529,000.00**	**12,891.16**	**925,899.39**	**1,603,100.61**	**36.61%**
	Fund: 20 - Sales Tax Surplus (Deficit):	**-947,000.00**	**-947,000.00**	**135,053.54**	**354,657.43**	**1,301,657.43**	**-37.45%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 21 - Lighthouse Pointe TIF							
Revenue							
Department: 00 - 00							
Category: 3110 - Property							
21-00-31361	Property Tax	696,337.00	696,337.00	293,273.66	683,810.08	-12,526.92	98.20 %
	Category: 3110 - Property Total:	**696,337.00**	**696,337.00**	**293,273.66**	**683,810.08**	**-12,526.92**	**98.20%**
Category: 3810 - Investment Income							
21-00-38100	Interest Income	7,500.00	7,500.00	1,453.50	14,404.72	6,904.72	192.06 %
	Category: 3810 - Investment Income Total:	**7,500.00**	**7,500.00**	**1,453.50**	**14,404.72**	**6,904.72**	**192.06%**
	Department: 00 - 00 Total:	**703,837.00**	**703,837.00**	**294,727.16**	**698,214.80**	**-5,622.20**	**99.20%**
	Revenue Total:	**703,837.00**	**703,837.00**	**294,727.16**	**698,214.80**	**-5,622.20**	**99.20%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
21-00-53100	Accounting Service	2,750.00	2,750.00	0.00	2,700.00	50.00	98.18 %
21-00-53300	Legal Service	0.00	0.00	0.00	300.00	-300.00	0.00 %
21-00-54900	Other Professional Services	168,165.00	168,165.00	0.00	95,493.75	72,671.25	56.79 %
21-00-56100	Dues	550.00	550.00	0.00	0.00	550.00	0.00 %
21-00-56300	Training	3,500.00	3,500.00	0.00	1,437.70	2,062.30	41.08 %
	Category: 5000 - Contractual Services Total:	**174,965.00**	**174,965.00**	**0.00**	**99,931.45**	**75,033.55**	**57.12%**
Category: 7000 - Debt Service							
21-00-72000	Interest Expense - 2013 GO TIF Bon	51,075.00	51,075.00	0.00	25,537.50	25,537.50	50.00 %
21-00-72200	Principal Expense - 2013 GO/TIF Bo	195,000.00	195,000.00	0.00	0.00	195,000.00	0.00 %
	Category: 7000 - Debt Service Total:	**246,075.00**	**246,075.00**	**0.00**	**25,537.50**	**220,537.50**	**10.38%**
Category: 8000 - Capital Outlay							
21-00-89000	Other Improvements	688,000.00	688,000.00	0.00	0.00	688,000.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**688,000.00**	**688,000.00**	**0.00**	**0.00**	**688,000.00**	**0.00%**
	Department: 00 - 00 Total:	**1,109,040.00**	**1,109,040.00**	**0.00**	**125,468.95**	**983,571.05**	**11.31%**
	Expense Total:	**1,109,040.00**	**1,109,040.00**	**0.00**	**125,468.95**	**983,571.05**	**11.31%**
	Fund: 21 - Lighthouse Pointe TIF Surplus (Deficit):	**-405,203.00**	**-405,203.00**	**294,727.16**	**572,745.85**	**977,948.85**	**-141.35%**
Fund: 22 - Foreign Fire Insurance							
Revenue							
Department: 00 - 00							
Category: 3120 - Foreign Fire Insurance Tax							
22-00-31200	Foreign Fire Receipts	32,000.00	32,000.00	0.00	820.00	-31,180.00	2.56 %
	Category: 3120 - Foreign Fire Insurance Tax Total:	**32,000.00**	**32,000.00**	**0.00**	**820.00**	**-31,180.00**	**2.56%**
Category: 3810 - Investment Income							
22-00-38100	Interest Income	500.00	500.00	39.01	488.54	-11.46	97.71 %
	Category: 3810 - Investment Income Total:	**500.00**	**500.00**	**39.01**	**488.54**	**-11.46**	**97.71%**
	Department: 00 - 00 Total:	**32,500.00**	**32,500.00**	**39.01**	**1,308.54**	**-31,191.46**	**4.03%**
	Revenue Total:	**32,500.00**	**32,500.00**	**39.01**	**1,308.54**	**-31,191.46**	**4.03%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
22-00-54900	Other Professional Services	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
22-00-56300	Training	5,000.00	5,000.00	117.97	5,068.35	-68.35	101.37 %
	Category: 5000 - Contractual Services Total:	**6,000.00**	**6,000.00**	**117.97**	**5,068.35**	**931.65**	**84.47%**
Category: 6000 - Commodities							
22-00-65200	Operating Supplies	3,000.00	3,000.00	4,688.80	7,788.78	-4,788.78	259.63 %
	Category: 6000 - Commodities Total:	**3,000.00**	**3,000.00**	**4,688.80**	**7,788.78**	**-4,788.78**	**259.63%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 8000 - Capital Outlay							
22-00-83000	Equipment	55,000.00	55,000.00	909.99	13,005.89	41,994.11	23.65 %
Category: 8000 - Capital Outlay Total:		**55,000.00**	**55,000.00**	**909.99**	**13,005.89**	**41,994.11**	**23.65%**
Department: 00 - 00 Total:		**64,000.00**	**64,000.00**	**5,716.76**	**25,863.02**	**38,136.98**	**40.41%**
Expense Total:		**64,000.00**	**64,000.00**	**5,716.76**	**25,863.02**	**38,136.98**	**40.41%**
Fund: 22 - Foreign Fire Insurance Surplus (Deficit):		**-31,500.00**	**-31,500.00**	**-5,677.75**	**-24,554.48**	**6,945.52**	**77.95%**
Fund: 23 - Downtown & Southern Gateway TIF							
Revenue							
Department: 00 - 00							
Category: 3110 - Property							
23-00-31361	Property Tax	572,590.00	572,590.00	228,402.21	557,141.79	-15,448.21	97.30 %
Category: 3110 - Property Total:		**572,590.00**	**572,590.00**	**228,402.21**	**557,141.79**	**-15,448.21**	**97.30%**
Category: 3470 - Grants							
23-00-34700	State Grant	1,151,740.00	1,151,740.00	603,917.57	603,917.57	-547,822.43	52.44 %
Category: 3470 - Grants Total:		**1,151,740.00**	**1,151,740.00**	**603,917.57**	**603,917.57**	**-547,822.43**	**52.44%**
Category: 3810 - Investment Income							
23-00-38100	Interest Income	50,000.00	50,000.00	3,786.17	34,688.50	-15,311.50	69.38 %
Category: 3810 - Investment Income Total:		**50,000.00**	**50,000.00**	**3,786.17**	**34,688.50**	**-15,311.50**	**69.38%**
Category: 3990 - Interfund Transfers							
23-00-39919	Transfer from Hotel/Motel Tax	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
23-00-39954	Transfer from Electric	670,000.00	670,000.00	0.00	670,000.00	0.00	100.00 %
23-00-39958	Transfer from Railroad	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
Category: 3990 - Interfund Transfers Total:		**820,000.00**	**820,000.00**	**0.00**	**820,000.00**	**0.00**	**100.00%**
Department: 00 - 00 Total:		**2,594,330.00**	**2,594,330.00**	**836,105.95**	**2,015,747.86**	**-578,582.14**	**77.70%**
Revenue Total:		**2,594,330.00**	**2,594,330.00**	**836,105.95**	**2,015,747.86**	**-578,582.14**	**77.70%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
23-00-53100	Accounting Service	2,750.00	2,750.00	0.00	2,700.00	50.00	98.18 %
23-00-53300	Legal Service	14,000.00	14,000.00	0.00	4,272.00	9,728.00	30.51 %
23-00-54900	Other Professional Services	130,000.00	130,000.00	232,040.85	368,254.82	-238,254.82	283.27 %
23-00-56300	Training	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 5000 - Contractual Services Total:		**151,750.00**	**151,750.00**	**232,040.85**	**375,226.82**	**-223,476.82**	**247.27%**
Category: 7000 - Debt Service							
23-00-72000	Interest Expense - 2023 GO/TIF Bon	106,750.00	106,750.00	0.00	53,375.00	53,375.00	50.00 %
23-00-72200	Principal Expense - 2023 GO/TIF Bo	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
Category: 7000 - Debt Service Total:		**231,750.00**	**231,750.00**	**0.00**	**53,375.00**	**178,375.00**	**23.03%**
Category: 8000 - Capital Outlay							
23-00-89000	Other Improvements	4,228,100.00	4,228,100.00	0.00	602,692.19	3,625,407.81	14.25 %
Category: 8000 - Capital Outlay Total:		**4,228,100.00**	**4,228,100.00**	**0.00**	**602,692.19**	**3,625,407.81**	**14.25%**
Department: 00 - 00 Total:		**4,611,600.00**	**4,611,600.00**	**232,040.85**	**1,031,294.01**	**3,580,305.99**	**22.36%**
Expense Total:		**4,611,600.00**	**4,611,600.00**	**232,040.85**	**1,031,294.01**	**3,580,305.99**	**22.36%**
Fund: 23 - Downtown & Southern Gateway TIF Surplus (Deficit):		**-2,017,270.00**	**-2,017,270.00**	**604,065.10**	**984,453.85**	**3,001,723.85**	**-48.80%**
Fund: 24 - Overweight Truck Permit							
Revenue							
Department: 00 - 00							
Category: 3320 - Overweight Truck Permit Fees							
24-00-33200	Overweight Truck Permit Fees	30,000.00	30,000.00	3,471.00	25,406.00	-4,594.00	84.69 %
Category: 3320 - Overweight Truck Permit Fees Total:		**30,000.00**	**30,000.00**	**3,471.00**	**25,406.00**	**-4,594.00**	**84.69%**
Category: 3520 - Overweight Truck Fines							
24-00-35200	Overweight Truck Fines	3,000.00	3,000.00	456.00	3,001.00	1.00	100.03 %
Category: 3520 - Overweight Truck Fines Total:		**3,000.00**	**3,000.00**	**456.00**	**3,001.00**	**1.00**	**100.03%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 3810 - Investment Income							
24-00-38100	Interest Income	600.00	600.00	110.90	1,045.04	445.04	174.17 %
Category: 3810 - Investment Income Total:		**600.00**	**600.00**	**110.90**	**1,045.04**	**445.04**	**174.17%**
Department: 00 - 00 Total:		**33,600.00**	**33,600.00**	**4,037.90**	**29,452.04**	**-4,147.96**	**87.65%**
Revenue Total:		**33,600.00**	**33,600.00**	**4,037.90**	**29,452.04**	**-4,147.96**	**87.65%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
24-00-53200	Engineering Services	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
24-00-56300	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
24-00-57900	Other Service Charges	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 5000 - Contractual Services Total:		**4,500.00**	**4,500.00**	**0.00**	**0.00**	**4,500.00**	**0.00%**
Category: 9000 - Other Expenditures							
24-00-99963	Capital Improvement Fund Transfer	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Category: 9000 - Other Expenditures Total:		**75,000.00**	**75,000.00**	**0.00**	**0.00**	**75,000.00**	**0.00%**
Department: 00 - 00 Total:		**79,500.00**	**79,500.00**	**0.00**	**0.00**	**79,500.00**	**0.00%**
Expense Total:		**79,500.00**	**79,500.00**	**0.00**	**0.00**	**79,500.00**	**0.00%**
Fund: 24 - Overweight Truck Permit Surplus (Deficit):		**-45,900.00**	**-45,900.00**	**4,037.90**	**29,452.04**	**75,352.04**	**-64.17%**
Fund: 25 - Northern Gateway TIF							
Revenue							
Department: 00 - 00							
Category: 3110 - Property							
25-00-31361	Property Tax	226,186.00	226,186.00	64,418.78	228,340.89	2,154.89	100.95 %
Category: 3110 - Property Total:		**226,186.00**	**226,186.00**	**64,418.78**	**228,340.89**	**2,154.89**	**100.95%**
Category: 3810 - Investment Income							
25-00-38100	Interest Income	600.00	600.00	279.83	1,445.51	845.51	240.92 %
Category: 3810 - Investment Income Total:		**600.00**	**600.00**	**279.83**	**1,445.51**	**845.51**	**240.92%**
Department: 00 - 00 Total:		**226,786.00**	**226,786.00**	**64,698.61**	**229,786.40**	**3,000.40**	**101.32%**
Revenue Total:		**226,786.00**	**226,786.00**	**64,698.61**	**229,786.40**	**3,000.40**	**101.32%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
25-00-53100	Accounting Service	2,750.00	2,750.00	0.00	2,700.00	50.00	98.18 %
25-00-53300	Legal Service	10,000.00	10,000.00	0.00	2,787.50	7,212.50	27.88 %
25-00-54900	Other Professional Services	100,000.00	100,000.00	8,699.69	84,341.32	15,658.68	84.34 %
Category: 5000 - Contractual Services Total:		**112,750.00**	**112,750.00**	**8,699.69**	**89,828.82**	**22,921.18**	**79.67%**
Category: 8000 - Capital Outlay							
25-00-89000	Other Improvements	134,000.00	134,000.00	0.00	0.00	134,000.00	0.00 %
Category: 8000 - Capital Outlay Total:		**134,000.00**	**134,000.00**	**0.00**	**0.00**	**134,000.00**	**0.00%**
Department: 00 - 00 Total:		**246,750.00**	**246,750.00**	**8,699.69**	**89,828.82**	**156,921.18**	**36.40%**
Expense Total:		**246,750.00**	**246,750.00**	**8,699.69**	**89,828.82**	**156,921.18**	**36.40%**
Fund: 25 - Northern Gateway TIF Surplus (Deficit):		**-19,964.00**	**-19,964.00**	**55,998.92**	**139,957.58**	**159,921.58**	**-701.05%**
Fund: 36 - Capital Improvement							
Revenue							
Department: 00 - 00							
Category: 3810 - Investment Income							
36-00-38100	Interest Income	6,000.00	6,000.00	0.00	0.00	-6,000.00	0.00 %
Category: 3810 - Investment Income Total:		**6,000.00**	**6,000.00**	**0.00**	**0.00**	**-6,000.00**	**0.00%**
Category: 3930 - Intergovenrmental Agreement							
36-00-40014	Ogle County - Flagg Rd Eng/Constr	1,110,000.00	1,110,000.00	0.00	0.00	-1,110,000.00	0.00 %
Category: 3930 - Intergovenrmental Agreement Total:		**1,110,000.00**	**1,110,000.00**	**0.00**	**0.00**	**-1,110,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 3990 - Interfund Transfers							
36-00-39901	Transfer from General Fund	181,000.00	181,000.00	839.26	179,082.35	-1,917.65	98.94 %
36-00-39917	Creston/Caron Rd LAFO FAU Rte Fe	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
36-00-39920	Transfer from Sales Tax Fund	2,529,000.00	2,529,000.00	12,891.16	925,899.39	-1,603,100.61	36.61 %
36-00-39924	Transfer from Overweight Truck Pe	75,000.00	75,000.00	0.00	0.00	-75,000.00	0.00 %
36-00-39953	Transfer from Utility Tax Fund	1,286,000.00	1,286,000.00	261,721.66	562,637.79	-723,362.21	43.75 %
36-00-39954	Transfer from Electric	987,000.00	987,000.00	1,018.57	564,178.28	-422,821.72	57.16 %
36-00-39958	Transfer from Railroad Fund	188,000.00	188,000.00	0.00	175,312.50	-12,687.50	93.25 %
36-00-39959	Transfer from Water	181,000.00	181,000.00	839.26	179,082.37	-1,917.63	98.94 %
36-00-39997	Transfer from Stormwater	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
36-00-39998	Transfer from Water Reclamation	181,000.00	181,000.00	839.26	179,082.37	-1,917.63	98.94 %
36-00-40013	MFT Transfer CIP Projects	1,104,000.00	1,104,000.00	0.00	0.00	-1,104,000.00	0.00 %
Category: 3990 - Interfund Transfers Total:		**6,962,000.00**	**6,962,000.00**	**278,149.17**	**2,765,275.05**	**-4,196,724.95**	**39.72%**
Department: 00 - 00 Total:		**8,078,000.00**	**8,078,000.00**	**278,149.17**	**2,765,275.05**	**-5,312,724.95**	**34.23%**
Revenue Total:		**8,078,000.00**	**8,078,000.00**	**278,149.17**	**2,765,275.05**	**-5,312,724.95**	**34.23%**
Expense							
Department: 00 - 00							
Category: 7000 - Debt Service							
36-00-72000	Interest Expense - 2015 Debt Certifi	20,000.00	20,000.00	0.00	10,312.50	9,687.50	51.56 %
36-00-72010	Interest Expense - 2018 Debt Certifi	80,000.00	80,000.00	0.00	62,100.00	17,900.00	77.63 %
36-00-72200	Principal Expense - 2015 Debt Certi	165,000.00	165,000.00	0.00	165,000.00	0.00	100.00 %
36-00-72201	Principal Expense - 2018 Debt Certi	595,000.00	595,000.00	0.00	595,000.00	0.00	100.00 %
36-00-73000	Bond Issue Costs 2015 Debt Certific	1,000.00	1,000.00	0.00	825.00	175.00	82.50 %
36-00-73001	Bond Issue Costs 2018 GO Bond	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 7000 - Debt Service Total:		**861,500.00**	**861,500.00**	**0.00**	**833,237.50**	**28,262.50**	**96.72%**
Category: 8000 - Capital Outlay							
36-00-81010	Misc Road ROW Acquisition	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
36-00-81020	Bridge	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
36-00-81050	Street Projects - 8th Ave	127,000.00	127,000.00	0.00	0.00	127,000.00	0.00 %
36-00-81060	Sidewalks	380,000.00	380,000.00	0.00	354,404.18	25,595.82	93.26 %
36-00-81070	General Maintenance	125,000.00	125,000.00	0.00	115,265.81	9,734.19	92.21 %
36-00-81091	Other Street/Alley Improvements	165,000.00	165,000.00	8,919.96	39,637.94	125,362.06	24.02 %
36-00-81092	Remodel of 1030 S 7th St	1,000,000.00	1,000,000.00	122,089.38	838,418.85	161,581.15	83.84 %
36-00-83000	Equipment	15,000.00	15,000.00	0.00	28,802.00	-13,802.00	192.01 %
36-00-86035	MFT EDP S Main PH2 to Veterans P	1,595,000.00	1,595,000.00	0.00	0.00	1,595,000.00	0.00 %
36-00-86074	1st Ave Pvmt Impr project 9th to 2	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
36-00-86089	Flagg Rd/20th St Impr City/County	1,998,000.00	1,998,000.00	0.00	3,792.75	1,994,207.25	0.19 %
36-00-86094	Shared Use Path/Sidewalk Steward	180,000.00	180,000.00	28,331.47	171,927.21	8,072.79	95.52 %
36-00-86099	4th Ave Storm Sewer 3rd to 6th	188,000.00	188,000.00	0.00	0.00	188,000.00	0.00 %
36-00-86100	Creston/Caron Rd LAFO FAU Rte (M	250,000.00	250,000.00	0.00	200,359.45	49,640.55	80.14 %
36-00-86104	14th Street Storm Sewer Drainage I	374,000.00	374,000.00	0.00	0.00	374,000.00	0.00 %
36-00-86498	Flagg Rd/20th St RMU Electric utilit	520,000.00	520,000.00	0.00	385,095.90	134,904.10	74.06 %
Category: 8000 - Capital Outlay Total:		**7,067,000.00**	**7,067,000.00**	**159,340.81**	**2,137,704.09**	**4,929,295.91**	**30.25%**
Department: 00 - 00 Total:		**7,928,500.00**	**7,928,500.00**	**159,340.81**	**2,970,941.59**	**4,957,558.41**	**37.47%**
Expense Total:		**7,928,500.00**	**7,928,500.00**	**159,340.81**	**2,970,941.59**	**4,957,558.41**	**37.47%**
Fund: 36 - Capital Improvement Surplus (Deficit):		**149,500.00**	**149,500.00**	**118,808.36**	**-205,666.54**	**-355,166.54**	**-137.57%**
Fund: 37 - Stormwater							
Revenue							
Department: 00 - 00							
Category: 3642 - Stormwater Management Fee							
37-00-36420	Stormwater Management Fee	2,600.00	2,600.00	126.60	842.97	-1,757.03	32.42 %
Category: 3642 - Stormwater Management Fee Total:		**2,600.00**	**2,600.00**	**126.60**	**842.97**	**-1,757.03**	**32.42%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 3810 - Investment Income							
37-00-38100	Interest Income	1,500.00	1,500.00	148.14	1,359.97	-140.03	90.66 %
Category: 3810 - Investment Income Total:		**1,500.00**	**1,500.00**	**148.14**	**1,359.97**	**-140.03**	**90.66%**
Department: 00 - 00 Total:		**4,100.00**	**4,100.00**	**274.74**	**2,202.94**	**-1,897.06**	**53.73%**
Revenue Total:		**4,100.00**	**4,100.00**	**274.74**	**2,202.94**	**-1,897.06**	**53.73%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
37-00-53200	Engineering Services	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
37-00-54900	Other Professional Services	560.00	560.00	0.00	0.00	560.00	0.00 %
37-00-56100	Dues	2,800.00	2,800.00	0.00	0.00	2,800.00	0.00 %
Category: 5000 - Contractual Services Total:		**4,360.00**	**4,360.00**	**0.00**	**0.00**	**4,360.00**	**0.00%**
Category: 8000 - Capital Outlay							
37-00-81000	Kyte River Maintenance	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00 %
37-00-88025	Kyte River Sediment/Debris/Reml/S	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 8000 - Capital Outlay Total:		**11,500.00**	**11,500.00**	**0.00**	**0.00**	**11,500.00**	**0.00%**
Category: 9000 - Other Expenditures							
37-00-92000	Tributary/Drainage Ditch/Storm Se	5,500.00	5,500.00	6,895.00	15,818.00	-10,318.00	287.60 %
37-00-99977	Capital Improvement Fund Transfer	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
Category: 9000 - Other Expenditures Total:		**105,500.00**	**105,500.00**	**6,895.00**	**15,818.00**	**89,682.00**	**14.99%**
Department: 00 - 00 Total:		**121,360.00**	**121,360.00**	**6,895.00**	**15,818.00**	**105,542.00**	**13.03%**
Expense Total:		**121,360.00**	**121,360.00**	**6,895.00**	**15,818.00**	**105,542.00**	**13.03%**
Fund: 37 - Stormwater Surplus (Deficit):		**-117,260.00**	**-117,260.00**	**-6,620.26**	**-13,615.06**	**103,644.94**	**11.61%**
Fund: 51 - Water							
Revenue							
Department: 00 - 00							
Category: 3470 - Grants							
51-00-38940	Grant Income	0.00	0.00	193,905.18	193,905.18	193,905.18	0.00 %
Category: 3470 - Grants Total:		**0.00**	**0.00**	**193,905.18**	**193,905.18**	**193,905.18**	**0.00%**
Category: 3530 - Penalties							
51-00-35300	Penalties	10,000.00	10,000.00	1,381.87	3,174.12	-6,825.88	31.74 %
Category: 3530 - Penalties Total:		**10,000.00**	**10,000.00**	**1,381.87**	**3,174.12**	**-6,825.88**	**31.74%**
Category: 3710 - Residential Sales							
51-00-37101	Residential Sales	1,215,082.00	1,215,082.00	115,163.66	1,007,926.55	-207,155.45	82.95 %
Category: 3710 - Residential Sales Total:		**1,215,082.00**	**1,215,082.00**	**115,163.66**	**1,007,926.55**	**-207,155.45**	**82.95%**
Category: 3712 - Commercial Sales							
51-00-37121	General Service Sales	1,318,746.00	1,318,746.00	119,576.92	899,380.12	-419,365.88	68.20 %
Category: 3712 - Commercial Sales Total:		**1,318,746.00**	**1,318,746.00**	**119,576.92**	**899,380.12**	**-419,365.88**	**68.20%**
Category: 3715 - Industrial Sales							
51-00-37151	Industrial Sales	1,041,989.00	1,041,989.00	87,390.54	791,443.17	-250,545.83	75.96 %
51-00-37152	Industrial Sales - Fire Protection	20,908.00	20,908.00	1,905.87	21,894.91	986.91	104.72 %
Category: 3715 - Industrial Sales Total:		**1,062,897.00**	**1,062,897.00**	**89,296.41**	**813,338.08**	**-249,558.92**	**76.52%**
Category: 3810 - Investment Income							
51-00-38100	Interest Income	88,388.00	88,388.00	6,043.86	59,099.62	-29,288.38	66.86 %
Category: 3810 - Investment Income Total:		**88,388.00**	**88,388.00**	**6,043.86**	**59,099.62**	**-29,288.38**	**66.86%**
Category: 3890 - Miscellaneous Income							
51-00-38900	Miscellaneous Revenue	1,780.00	1,780.00	1,046.00	5,813.80	4,033.80	326.62 %
51-00-38901	Bulk Water Sales	2,764.00	2,764.00	1,448.07	5,676.18	2,912.18	205.36 %
51-00-38910	Tower Lease	97,560.00	97,560.00	6,802.50	59,984.35	-37,575.65	61.48 %
51-00-38920	Outside Contractual Lab	0.00	0.00	0.00	500.00	500.00	0.00 %
51-00-38930	Nonutility Income	950.00	950.00	0.00	828.46	-121.54	87.21 %
Category: 3890 - Miscellaneous Income Total:		**103,054.00**	**103,054.00**	**9,296.57**	**72,802.79**	**-30,251.21**	**70.65%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 3910 - Other Financing Sources							
51-00-39100	IEPA Loan Proceeds	5,950,000.00	5,950,000.00	0.00	3,803,238.36	-2,146,761.64	63.92 %
Category: 3910 - Other Financing Sources Total:		**5,950,000.00**	**5,950,000.00**	**0.00**	**3,803,238.36**	**-2,146,761.64**	**63.92%**
Department: 00 - 00 Total:		**9,748,167.00**	**9,748,167.00**	**534,664.47**	**6,852,864.82**	**-2,895,302.18**	**70.30%**
Revenue Total:		**9,748,167.00**	**9,748,167.00**	**534,664.47**	**6,852,864.82**	**-2,895,302.18**	**70.30%**
Expense							
Department: 00 - 00							
Category: 4000 - Personnel							
51-00-42100	Full-Time	608,311.00	608,311.00	49,808.57	455,097.25	153,213.75	74.81 %
51-00-42200	Part-Time	23,200.00	23,200.00	643.50	8,694.22	14,505.78	37.48 %
51-00-42300	Overtime	57,500.00	57,500.00	5,724.30	39,085.17	18,414.83	67.97 %
51-00-42600	Pager	35,550.00	35,550.00	3,511.21	30,498.93	5,051.07	85.79 %
51-00-45100	Health Insurance	156,352.00	156,352.00	11,832.04	106,488.75	49,863.25	68.11 %
51-00-45200	Life Insurance	500.00	500.00	25.99	227.81	272.19	45.56 %
51-00-45300	Unemployment Insurance	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
51-00-45400	Workers' Compensation	17,965.00	17,965.00	1,516.58	13,207.79	4,757.21	73.52 %
51-00-46100	Social Security	57,165.00	57,165.00	4,288.78	39,499.96	17,665.04	69.10 %
51-00-46300	IMRF	53,045.00	53,045.00	3,241.20	29,863.89	23,181.11	56.30 %
51-00-47100	Uniform Allowance	0.00	0.00	0.00	2,740.50	-2,740.50	0.00 %
51-00-47300	Clothing Acquisition	12,000.00	12,000.00	454.50	1,083.50	10,916.50	9.03 %
Category: 4000 - Personnel Total:		**1,025,088.00**	**1,025,088.00**	**81,046.67**	**726,487.77**	**298,600.23**	**70.87%**
Category: 5000 - Contractual Services							
51-00-51100	Building Maintenance	55,000.00	55,000.00	214.00	14,609.27	40,390.73	26.56 %
51-00-51200	Equipment Maintenance	50,000.00	50,000.00	48,560.67	75,366.50	-25,366.50	150.73 %
51-00-51300	Vehicle Maintenance	15,000.00	15,000.00	0.00	11,074.90	3,925.10	73.83 %
51-00-51500	Utility System Maintenance	50,000.00	50,000.00	0.00	3,345.52	46,654.48	6.69 %
51-00-51700	Grounds Maintenance	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
51-00-53200	Engineering Services	15,000.00	15,000.00	0.00	13,288.77	1,711.23	88.59 %
51-00-53210	Engineering GIS Services	500.00	500.00	0.00	0.00	500.00	0.00 %
51-00-53300	Legal Services	10,000.00	10,000.00	0.00	4,011.87	5,988.13	40.12 %
51-00-53600	Janitorial Services	6,500.00	6,500.00	680.00	5,615.40	884.60	86.39 %
51-00-53700	Network Administration	172,363.00	172,363.00	14,363.58	129,272.22	43,090.78	75.00 %
51-00-53900	Contractor	50,000.00	50,000.00	0.00	1,344.00	48,656.00	2.69 %
51-00-54900	Other Professional Services	50,000.00	50,000.00	1,275.00	11,739.00	38,261.00	23.48 %
51-00-55100	Postage	250.00	250.00	7.80	169.63	80.37	67.85 %
51-00-55200	Telephone	9,500.00	9,500.00	449.95	4,500.88	4,999.12	47.38 %
51-00-55300	Publishing	0.00	0.00	0.00	2,392.00	-2,392.00	0.00 %
51-00-55700	SCADA Services	12,500.00	12,500.00	0.00	3,602.12	8,897.88	28.82 %
51-00-56100	Dues	1,200.00	1,200.00	0.00	557.50	642.50	46.46 %
51-00-56200	Travel	1,500.00	1,500.00	0.00	18.20	1,481.80	1.21 %
51-00-56300	Training	5,000.00	5,000.00	120.00	1,345.35	3,654.65	26.91 %
51-00-56600	Conference	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
51-00-57100	Utilities	279,970.00	279,970.00	24,534.72	196,548.09	83,421.91	70.20 %
51-00-57300	Garbage Disposal	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
51-00-57400	Natural Gas/Fuel Oil	0.00	0.00	75.61	3,502.13	-3,502.13	0.00 %
51-00-57910	Other Service Charges - Outside La	6,000.00	6,000.00	215.00	6,242.00	-242.00	104.03 %
51-00-59200	General Insurance	25,000.00	25,000.00	2,026.05	18,234.45	6,765.55	72.94 %
51-00-59400	Lease or Rentals	35,000.00	35,000.00	2,694.77	22,915.60	12,084.40	65.47 %
Category: 5000 - Contractual Services Total:		**857,283.00**	**857,283.00**	**95,217.15**	**529,695.40**	**327,587.60**	**61.79%**
Category: 6000 - Commodities							
51-00-61200	Equipment Supplies	20,000.00	20,000.00	1,199.59	26,502.83	-6,502.83	132.51 %
51-00-61210	Equipment Supplies - Lab	2,500.00	2,500.00	295.96	3,839.04	-1,339.04	153.56 %
51-00-61300	Vehicle Supplies	1,750.00	1,750.00	0.00	2,977.52	-1,227.52	170.14 %
51-00-61500	Utility System Maintenance Supplie	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
51-00-65100	Office Supplies	5,000.00	5,000.00	3,023.00	5,237.94	-237.94	104.76 %
51-00-65200	Operating Supplies	50,000.00	50,000.00	8,516.94	81,334.95	-31,334.95	162.67 %
51-00-65210	Operating Supplies - Lab	40,000.00	40,000.00	120.74	23,774.57	16,225.43	59.44 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
51-00-65300	Small Tools	7,500.00	7,500.00	25.91	278.67	7,221.33	3.72 %
51-00-65400	Janitorial Supplies	500.00	500.00	0.00	132.66	367.34	26.53 %
51-00-65500	Gasoline/Oil	12,500.00	12,500.00	1,133.62	8,853.93	3,646.07	70.83 %
51-00-65600	Chemicals	135,000.00	135,000.00	22,969.60	174,659.14	-39,659.14	129.38 %
51-00-66100	Safety Supplies	12,500.00	12,500.00	828.57	6,018.96	6,481.04	48.15 %
51-00-67000	Print Materials	5,750.00	5,750.00	0.00	27.40	5,722.60	0.48 %
51-00-68400	Software	0.00	0.00	480.00	14,262.15	-14,262.15	0.00 %
	Category: 6000 - Commodities Total:	**303,000.00**	**303,000.00**	**38,593.93**	**347,899.76**	**-44,899.76**	**114.82%**
	Category: 7000 - Debt Service						
51-00-72000	Interest Expense	87,606.00	87,606.00	0.00	57,572.69	30,033.31	65.72 %
51-00-72260	Principal Expense	387,963.00	387,963.00	0.00	193,655.59	194,307.41	49.92 %
	Category: 7000 - Debt Service Total:	**475,569.00**	**475,569.00**	**0.00**	**251,228.28**	**224,340.72**	**52.83%**
	Category: 8000 - Capital Outlay						
51-00-83000	Equipment	0.00	0.00	0.00	3,979.31	-3,979.31	0.00 %
51-00-89000	Other Improvements	6,601,196.00	6,601,196.00	213,496.39	3,303,092.24	3,298,103.76	50.04 %
	Category: 8000 - Capital Outlay Total:	**6,601,196.00**	**6,601,196.00**	**213,496.39**	**3,307,071.55**	**3,294,124.45**	**50.10%**
	Category: 9000 - Other Expenditures						
51-00-91000	Bad Debt	500.00	500.00	1,315.98	6,822.27	-6,322.27	1,364.45 %
51-00-91100	Community Relations	500.00	500.00	0.00	521.42	-21.42	104.28 %
51-00-92900	Miscellaneous	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
51-00-99901	General Fund Transfer	245,925.48	245,925.48	20,493.79	184,444.11	61,481.37	75.00 %
51-00-99954	Electric Fund Transfer	550,566.00	550,566.00	17,339.58	498,547.48	52,018.52	90.55 %
51-00-99963	Capital Improvement Fund Transfer	181,000.00	181,000.00	839.26	179,082.37	1,917.63	98.94 %
51-00-99964	Admin Services Fund Transfer	103,040.00	103,040.00	8,586.67	77,280.03	25,759.97	75.00 %
	Category: 9000 - Other Expenditures Total:	**1,083,031.48**	**1,083,031.48**	**48,575.28**	**946,697.68**	**136,333.80**	**87.41%**
	Department: 00 - 00 Total:	**10,345,167.48**	**10,345,167.48**	**476,929.42**	**6,109,080.44**	**4,236,087.04**	**59.05%**
	Expense Total:	**10,345,167.48**	**10,345,167.48**	**476,929.42**	**6,109,080.44**	**4,236,087.04**	**59.05%**
	Fund: 51 - Water Surplus (Deficit):	**-597,000.48**	**-597,000.48**	**57,735.05**	**743,784.38**	**1,340,784.86**	**-124.59%**
Fund: 52 - Water Reclamation							
Revenue							
Department: 50 - 50							
	Category: 3470 - Grants						
52-50-34710	Grant Income	1,052,000.00	1,052,000.00	398,905.84	493,317.84	-558,682.16	46.89 %
	Category: 3470 - Grants Total:	**1,052,000.00**	**1,052,000.00**	**398,905.84**	**493,317.84**	**-558,682.16**	**46.89%**
	Category: 3530 - Penalties						
52-50-35300	Penalties	15,000.00	15,000.00	4,736.11	6,323.10	-8,676.90	42.15 %
	Category: 3530 - Penalties Total:	**15,000.00**	**15,000.00**	**4,736.11**	**6,323.10**	**-8,676.90**	**42.15%**
	Category: 3710 - Residential Sales						
52-50-37101	Residential Sales	1,311,571.00	1,311,571.00	116,411.12	1,041,987.77	-269,583.23	79.45 %
	Category: 3710 - Residential Sales Total:	**1,311,571.00**	**1,311,571.00**	**116,411.12**	**1,041,987.77**	**-269,583.23**	**79.45%**
	Category: 3712 - Commercial Sales						
52-50-37121	General Service	1,441,624.00	1,441,624.00	120,307.27	756,641.31	-684,982.69	52.49 %
52-50-37125	General Service Sewer Surcharge	27,061.00	27,061.00	4,091.70	25,259.29	-1,801.71	93.34 %
	Category: 3712 - Commercial Sales Total:	**1,468,685.00**	**1,468,685.00**	**124,398.97**	**781,900.60**	**-686,784.40**	**53.24%**
	Category: 3715 - Industrial Sales						
52-50-37150	Industrial Sales	1,238,885.00	1,238,885.00	109,773.75	990,414.41	-248,470.59	79.94 %
52-50-37153	Industrial Sewer Surcharge	135,000.00	135,000.00	11,696.57	110,240.13	-24,759.87	81.66 %
	Category: 3715 - Industrial Sales Total:	**1,373,885.00**	**1,373,885.00**	**121,470.32**	**1,100,654.54**	**-273,230.46**	**80.11%**
	Category: 3810 - Investment Income						
52-50-38100	Interest Income	165,000.00	165,000.00	6,672.50	100,502.48	-64,497.52	60.91 %
	Category: 3810 - Investment Income Total:	**165,000.00**	**165,000.00**	**6,672.50**	**100,502.48**	**-64,497.52**	**60.91%**
	Category: 3890 - Miscellaneous Income						
52-50-38900	Miscellaneous Service Revenues	0.00	0.00	0.00	1,046.83	1,046.83	0.00 %
52-50-38901	Revenues from Merchandising	5,500.00	5,500.00	224.01	3,685.09	-1,814.91	67.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
52-50-38905	Outside Contractual Waste Fees	105,000.00	105,000.00	16,879.24	166,695.84	61,695.84	158.76 %
52-50-38930	Nonutility Income	1,500.00	1,500.00	0.00	828.46	-671.54	55.23 %
	Category: 3890 - Miscellaneous Income Total:	**112,000.00**	**112,000.00**	**17,103.25**	**172,256.22**	**60,256.22**	**153.80%**
	Category: 3910 - Other Financing Sources						
52-50-39100	IEPA Loan Proceeds	7,886,000.00	7,886,000.00	540,290.48	6,190,856.75	-1,695,143.25	78.50 %
	Category: 3910 - Other Financing Sources Total:	**7,886,000.00**	**7,886,000.00**	**540,290.48**	**6,190,856.75**	**-1,695,143.25**	**78.50%**
	Department: 50 - 50 Total:	**13,384,141.00**	**13,384,141.00**	**1,329,988.59**	**9,887,799.30**	**-3,496,341.70**	**73.88%**
	Revenue Total:	**13,384,141.00**	**13,384,141.00**	**1,329,988.59**	**9,887,799.30**	**-3,496,341.70**	**73.88%**
	Expense						
	Department: 50 - 50						
	Category: 4000 - Personnel						
52-50-42100	Full-Time	665,294.00	665,294.00	61,955.32	539,952.10	125,341.90	81.16 %
52-50-42200	Part-Time	23,200.00	23,200.00	643.50	8,693.78	14,506.22	37.47 %
52-50-42300	Overtime	45,000.00	45,000.00	2,187.93	31,540.35	13,459.65	70.09 %
52-50-42600	Pager	35,000.00	35,000.00	3,282.91	31,274.77	3,725.23	89.36 %
52-50-45100	Health Insurance	124,016.00	124,016.00	11,022.68	92,612.46	31,403.54	74.68 %
52-50-45200	Life Insurance	500.00	500.00	32.63	273.93	226.07	54.79 %
52-50-45300	Unemployment Insurance	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
52-50-45400	Workers' Compensation	25,000.00	25,000.00	2,570.89	22,389.55	2,610.45	89.56 %
52-50-46100	Social Security	58,790.00	58,790.00	4,890.89	45,253.98	13,536.02	76.98 %
52-50-46300	IMRF	42,498.00	42,498.00	3,707.91	34,149.30	8,348.70	80.36 %
52-50-47100	Uniform Allowance	10,000.00	10,000.00	0.00	3,280.00	6,720.00	32.80 %
52-50-47300	Clothing Acquisition	12,500.00	12,500.00	122.50	1,098.50	11,401.50	8.79 %
	Category: 4000 - Personnel Total:	**1,045,298.00**	**1,045,298.00**	**90,417.16**	**810,518.72**	**234,779.28**	**77.54%**
	Category: 5000 - Contractual Services						
52-50-51100	Building Maintenance	46,575.00	46,575.00	609.55	23,724.34	22,850.66	50.94 %
52-50-51200	Equipment Maintenance	51,750.00	51,750.00	0.00	24,139.58	27,610.42	46.65 %
52-50-51300	Vehicle Maintenance	15,525.00	15,525.00	0.00	6,139.77	9,385.23	39.55 %
52-50-51500	Utility System Maintenance	65,000.00	65,000.00	0.00	16.00	64,984.00	0.02 %
52-50-51700	Grounds Maintenance	15,525.00	15,525.00	0.00	3,550.00	11,975.00	22.87 %
52-50-53200	Engineering Services	50,000.00	50,000.00	0.00	3,054.36	46,945.64	6.11 %
52-50-53300	Legal Services	10,350.00	10,350.00	0.00	5,684.95	4,665.05	54.93 %
52-50-53400	Medical Service	0.00	0.00	0.00	392.00	-392.00	0.00 %
52-50-53600	Janitorial Services	8,797.50	8,797.50	680.00	5,500.00	3,297.50	62.52 %
52-50-53700	Network Administration	172,363.00	172,363.00	14,363.58	129,272.22	43,090.78	75.00 %
52-50-54900	Other Professional Services	87,100.00	87,100.00	1,275.00	32,172.00	54,928.00	36.94 %
52-50-55100	Postage	0.00	0.00	20.00	513.69	-513.69	0.00 %
52-50-55200	Telephone	9,500.00	9,500.00	1,002.42	9,965.45	-465.45	104.90 %
52-50-55700	SCADA Services	7,762.50	7,762.50	1,129.50	7,978.97	-216.47	102.79 %
52-50-56100	Dues	20,700.00	20,700.00	784.00	2,561.75	18,138.25	12.38 %
52-50-56200	Travel	1,035.00	1,035.00	0.00	18.20	1,016.80	1.76 %
52-50-56300	Training	5,692.50	5,692.50	120.00	2,126.35	3,566.15	37.35 %
52-50-56600	Conference	0.00	0.00	0.00	427.50	-427.50	0.00 %
52-50-57100	Utilities	399,375.00	399,375.00	27,578.85	247,198.19	152,176.81	61.90 %
52-50-57300	Garbage/Sludge Disposal	103,500.00	103,500.00	727.49	51,634.34	51,865.66	49.89 %
52-50-57400	Natural Gas/Fuel Oil	13,972.50	13,972.50	565.07	23,090.01	-9,117.51	165.25 %
52-50-57910	Other Service Charges - Outside La	18,917.00	18,917.00	1,160.80	17,268.10	1,648.90	91.28 %
52-50-59200	General Insurance	61,634.25	61,634.25	2,555.00	22,995.00	38,639.25	37.31 %
52-50-59400	Lease or Rentals	35,000.00	35,000.00	2,957.00	18,600.39	16,399.61	53.14 %
	Category: 5000 - Contractual Services Total:	**1,200,074.25**	**1,200,074.25**	**55,528.26**	**638,023.16**	**562,051.09**	**53.17%**
	Category: 6000 - Commodities						
52-50-61100	Building Supplies	6,727.50	6,727.50	61.96	11,594.56	-4,867.06	172.35 %
52-50-61200	Equipment Supplies	51,750.00	51,750.00	1,565.99	42,786.10	8,963.90	82.68 %
52-50-61210	Equipment Supplies - Lab	6,727.50	6,727.50	806.29	5,997.35	730.15	89.15 %
52-50-61300	Vehicle Supplies	5,692.50	5,692.50	20.49	7,913.01	-2,220.51	139.01 %
52-50-61500	Utility System Maintenance Supplie	15,525.00	15,525.00	0.00	0.00	15,525.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
52-50-61700	Grounds Supplies	2,070.00	2,070.00	32.35	1,974.03	95.97	95.36 %
52-50-65100	Office Supplies	13,972.50	13,972.50	3,170.38	5,321.45	8,651.05	38.09 %
52-50-65200	Operating Supplies	67,275.00	67,275.00	8,659.20	69,135.32	-1,860.32	102.77 %
52-50-65210	Operating Supplies - Lab	15,525.00	15,525.00	5,089.10	25,432.24	-9,907.24	163.81 %
52-50-65300	Small Tools	5,175.00	5,175.00	180.99	533.43	4,641.57	10.31 %
52-50-65500	Gasoline/Oil	20,700.00	20,700.00	1,467.88	11,498.41	9,201.59	55.55 %
52-50-65600	Chemicals	105,000.00	105,000.00	22,820.26	147,366.52	-42,366.52	140.35 %
52-50-66100	Safety Supplies	15,525.00	15,525.00	1,307.82	6,621.10	8,903.90	42.65 %
52-50-67000	Print Materials	0.00	0.00	0.00	31.40	-31.40	0.00 %
52-50-68400	Software	4,657.50	4,657.50	480.00	16,111.39	-11,453.89	345.92 %
	Category: 6000 - Commodities Total:	**336,322.50**	**336,322.50**	**45,662.71**	**352,316.31**	**-15,993.81**	**104.76%**
	Category: 7000 - Debt Service						
52-50-72000	Interest Expense - IEPA WWTP Upg	48,306.00	48,306.00	0.00	48,305.95	0.05	100.00 %
52-50-72010	Interest Expense - IEPA Askvig	2,123.00	2,123.00	0.00	1,176.29	946.71	55.41 %
52-50-72260	Principal Expense	266,227.00	266,227.00	0.00	133,336.01	132,890.99	50.08 %
	Category: 7000 - Debt Service Total:	**316,656.00**	**316,656.00**	**0.00**	**182,818.25**	**133,837.75**	**57.73%**
	Category: 8000 - Capital Outlay						
52-50-89000	Other Improvement	10,005,182.00	10,005,182.00	227,418.60	6,901,188.01	3,103,993.99	68.98 %
	Category: 8000 - Capital Outlay Total:	**10,005,182.00**	**10,005,182.00**	**227,418.60**	**6,901,188.01**	**3,103,993.99**	**68.98%**
	Category: 9000 - Other Expenditures						
52-50-91000	Bad Debt	1,000.00	1,000.00	1,059.28	8,307.88	-7,307.88	830.79 %
52-50-91100	Community Relations	0.00	0.00	0.00	7.46	-7.46	0.00 %
52-50-92900	Miscellaneous	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
52-50-99901	General Fund Transfer	257,928.90	257,928.90	21,494.08	193,446.72	64,482.18	75.00 %
52-50-99936	Capital Impr Fund Transfer	181,000.00	181,000.00	839.26	179,082.37	1,917.63	98.94 %
52-50-99954	Electric Fund Transfer	208,075.00	208,075.00	17,339.58	156,056.22	52,018.78	75.00 %
52-50-99964	Admin Services Fund Transfer	120,213.00	120,213.00	10,017.75	90,159.75	30,053.25	75.00 %
	Category: 9000 - Other Expenditures Total:	**769,216.90**	**769,216.90**	**50,749.95**	**627,060.40**	**142,156.50**	**81.52%**
	Department: 50 - 50 Total:	**13,672,749.65**	**13,672,749.65**	**469,776.68**	**9,511,924.85**	**4,160,824.80**	**69.57%**
	Expense Total:	**13,672,749.65**	**13,672,749.65**	**469,776.68**	**9,511,924.85**	**4,160,824.80**	**69.57%**
	Fund: 52 - Water Reclamation Surplus (Deficit):	**-288,608.65**	**-288,608.65**	**860,211.91**	**375,874.45**	**664,483.10**	**-130.24%**
Fund: 53 - Solid Waste							
Revenue							
Department: 00 - 00							
	Category: 3630 - Sanitation Collections						
53-00-36300	Sanitation Collections	437,675.00	437,675.00	0.00	273,883.70	-163,791.30	62.58 %
53-00-36310	Recycling	650.00	650.00	10.00	250.00	-400.00	38.46 %
	Category: 3630 - Sanitation Collections Total:	**438,325.00**	**438,325.00**	**10.00**	**274,133.70**	**-164,191.30**	**62.54%**
	Category: 3810 - Investment Income						
53-00-38100	Interest Income	120,000.00	120,000.00	17,008.40	155,113.71	35,113.71	129.26 %
	Category: 3810 - Investment Income Total:	**120,000.00**	**120,000.00**	**17,008.40**	**155,113.71**	**35,113.71**	**129.26%**
	Category: 3850 - Solid Waste Fees						
53-00-38525	Host Fee	528,750.00	528,750.00	0.00	492,486.16	-36,263.84	93.14 %
53-00-38530	Base Fee	75,000.00	75,000.00	0.00	75,000.00	0.00	100.00 %
53-00-38535	Solid Waste Fee	45,000.00	45,000.00	0.00	46,641.22	1,641.22	103.65 %
53-00-38540	Supplemental Host Fee	21,000.00	21,000.00	0.00	44,009.40	23,009.40	209.57 %
	Category: 3850 - Solid Waste Fees Total:	**669,750.00**	**669,750.00**	**0.00**	**658,136.78**	**-11,613.22**	**98.27%**
	Department: 00 - 00 Total:	**1,228,075.00**	**1,228,075.00**	**17,018.40**	**1,087,384.19**	**-140,690.81**	**88.54%**
	Revenue Total:	**1,228,075.00**	**1,228,075.00**	**17,018.40**	**1,087,384.19**	**-140,690.81**	**88.54%**
Expense							
Department: 00 - 00							
	Category: 5000 - Contractual Services						
53-00-53300	Legal Services	5,000.00	5,000.00	0.00	255.00	4,745.00	5.10 %
53-00-53900	Other Contractual Services	45,000.00	45,000.00	0.00	11,900.00	33,100.00	26.44 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
53-00-54900	Other Professional Services	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
53-00-57311	Residential Solid Waste	232,815.00	232,815.00	19,686.96	176,149.48	56,665.52	75.66 %
53-00-57312	Landscape Waste-other	117,470.00	117,470.00	13,061.10	75,743.23	41,726.77	64.48 %
53-00-57313	Recycling	88,590.00	88,590.00	7,151.10	63,282.12	25,307.88	71.43 %
53-00-57314	Supplemental Host Fee - Creston	21,000.00	21,000.00	0.00	44,009.40	-23,009.40	209.57 %
53-00-57315	Recycling Processing Fees	20,000.00	20,000.00	2,612.61	19,879.85	120.15	99.40 %
	Category: 5000 - Contractual Services Total:	**559,875.00**	**559,875.00**	**42,511.77**	**391,219.08**	**168,655.92**	**69.88%**
Category: 8000 - Capital Outlay							
53-00-83000	Equipment	420,000.00	420,000.00	348,492.00	373,967.49	46,032.51	89.04 %
	Category: 8000 - Capital Outlay Total:	**420,000.00**	**420,000.00**	**348,492.00**	**373,967.49**	**46,032.51**	**89.04%**
Category: 9000 - Other Expenditures							
53-00-92900	Miscellaneous	25,000.00	25,000.00	-1,273.20	-1,196.70	26,196.70	-4.79 %
53-00-99323	Interfund Transfers	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
53-00-99901	General Fund Transfer	706,381.00	706,381.00	58,865.08	529,785.72	176,595.28	75.00 %
	Category: 9000 - Other Expenditures Total:	**881,381.00**	**881,381.00**	**57,591.88**	**528,589.02**	**352,791.98**	**59.97%**
	Department: 00 - 00 Total:	**1,861,256.00**	**1,861,256.00**	**448,595.65**	**1,293,775.59**	**567,480.41**	**69.51%**
	Expense Total:	**1,861,256.00**	**1,861,256.00**	**448,595.65**	**1,293,775.59**	**567,480.41**	**69.51%**
	Fund: 53 - Solid Waste Surplus (Deficit):	**-633,181.00**	**-633,181.00**	**-431,577.25**	**-206,391.40**	**426,789.60**	**32.60%**
Fund: 54 - Electric							
Revenue							
Department: 90 - Administration							
Category: 3530 - Penalties							
54-90-35300	Penalties	100,000.00	100,000.00	10,728.86	20,155.96	-79,844.04	20.16 %
	Category: 3530 - Penalties Total:	**100,000.00**	**100,000.00**	**10,728.86**	**20,155.96**	**-79,844.04**	**20.16%**
Category: 3710 - Residential Sales							
54-90-37101	Residential Sales	5,500,000.00	5,500,000.00	590,046.23	4,950,607.39	-549,392.61	90.01 %
54-90-37110	Security Lighting	80,000.00	80,000.00	7,260.03	64,755.22	-15,244.78	80.94 %
	Category: 3710 - Residential Sales Total:	**5,580,000.00**	**5,580,000.00**	**597,306.26**	**5,015,362.61**	**-564,637.39**	**89.88%**
Category: 3712 - Commercial Sales							
54-90-37121	Small General Service	5,400,000.00	5,400,000.00	459,849.61	4,300,737.57	-1,099,262.43	79.64 %
	Category: 3712 - Commercial Sales Total:	**5,400,000.00**	**5,400,000.00**	**459,849.61**	**4,300,737.57**	**-1,099,262.43**	**79.64%**
Category: 3715 - Industrial Sales							
54-90-37151	Large General Service	9,500,000.00	9,500,000.00	907,801.80	8,399,795.27	-1,100,204.73	88.42 %
54-90-37152	Time of Use	23,235,000.00	23,235,000.00	1,509,347.35	12,677,770.83	-10,557,229.17	54.56 %
	Category: 3715 - Industrial Sales Total:	**32,735,000.00**	**32,735,000.00**	**2,417,149.15**	**21,077,566.10**	**-11,657,433.90**	**64.39%**
Category: 3718 - Street Lights							
54-90-37182	Street, Hwy, Traffic Lights	2,000.00	2,000.00	80.89	783.37	-1,216.63	39.17 %
54-90-37186	Municipal Street Lighting	450.00	450.00	31.50	314.34	-135.66	69.85 %
	Category: 3718 - Street Lights Total:	**2,450.00**	**2,450.00**	**112.39**	**1,097.71**	**-1,352.29**	**44.80%**
Category: 3792 - Other Service Charges							
54-90-37920	Customer Fees	40,000.00	40,000.00	4,580.00	38,453.84	-1,546.16	96.13 %
	Category: 3792 - Other Service Charges Total:	**40,000.00**	**40,000.00**	**4,580.00**	**38,453.84**	**-1,546.16**	**96.13%**
Category: 3810 - Investment Income							
54-90-38100	Interest Income	1,000,000.00	1,000,000.00	62,831.67	654,820.61	-345,179.39	65.48 %
	Category: 3810 - Investment Income Total:	**1,000,000.00**	**1,000,000.00**	**62,831.67**	**654,820.61**	**-345,179.39**	**65.48%**
Category: 3890 - Miscellaneous Income							
54-90-38900	Miscellaneous Income	10,000.00	10,000.00	80.57	127,442.80	117,442.80	1,274.43 %
54-90-38980	Rent From Property & Poles	52,000.00	52,000.00	0.00	53,066.00	1,066.00	102.05 %
54-90-38981	Renewable Energy Certificates	240,000.00	240,000.00	38,396.25	360,782.75	120,782.75	150.33 %
54-90-38982	Royalty Income	55,000.00	55,000.00	4,999.31	41,198.52	-13,801.48	74.91 %
	Category: 3890 - Miscellaneous Income Total:	**357,000.00**	**357,000.00**	**43,476.13**	**582,490.07**	**225,490.07**	**163.16%**
Category: 3990 - Interfund Transfers							
54-90-39951	Transfer from Water	550,566.00	550,566.00	17,339.58	498,547.48	-52,018.52	90.55 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
54-90-39952	Transfer from Water Reclamation	208,075.00	208,075.00	17,339.58	156,056.22	-52,018.78	75.00 %
	Category: 3990 - Interfund Transfers Total:	**758,641.00**	**758,641.00**	**34,679.16**	**654,603.70**	**-104,037.30**	**86.29%**
	Department: 90 - Administration Total:	**45,973,091.00**	**45,973,091.00**	**3,630,713.23**	**32,345,288.17**	**-13,627,802.83**	**70.36%**
	Revenue Total:	**45,973,091.00**	**45,973,091.00**	**3,630,713.23**	**32,345,288.17**	**-13,627,802.83**	**70.36%**
Expense							
Department: 10 - Generation							
Category: 4000 - Personnel							
54-10-42100	Full-Time	419,736.00	419,736.00	32,148.80	270,582.00	149,154.00	64.46 %
54-10-42300	Overtime	120,000.00	120,000.00	1,388.99	27,056.06	92,943.94	22.55 %
54-10-42600	Pager	35,000.00	35,000.00	4,137.12	30,247.34	4,752.66	86.42 %
54-10-45200	Life Insurance	300.00	300.00	18.04	144.04	155.96	48.01 %
54-10-47300	Clothing Acquisition	5,000.00	5,000.00	329.98	3,916.70	1,083.30	78.33 %
	Category: 4000 - Personnel Total:	**580,036.00**	**580,036.00**	**38,022.93**	**331,946.14**	**248,089.86**	**57.23%**
Category: 5000 - Contractual Services							
54-10-51100	Building Maintenance	5,000.00	5,000.00	0.00	1,490.53	3,509.47	29.81 %
54-10-51200	Equipment Maintenance	364,140.00	364,140.00	3,010.39	14,258.46	349,881.54	3.92 %
54-10-51300	Vehicle Maintenance	0.00	0.00	0.00	395.00	-395.00	0.00 %
54-10-53200	Engineering Services	95,000.00	95,000.00	902.12	8,873.32	86,126.68	9.34 %
54-10-53400	Medical Service	0.00	0.00	0.00	990.00	-990.00	0.00 %
54-10-53900	Contractor - Diesel Plant	0.00	0.00	4,895.00	24,111.65	-24,111.65	0.00 %
54-10-53902	Contractor - Gen Sets	0.00	0.00	0.00	45,006.35	-45,006.35	0.00 %
54-10-54900	Other Professional Services	10,000.00	10,000.00	1,956.05	18,162.53	-8,162.53	181.63 %
54-10-54959	Permits	15,000.00	15,000.00	0.00	20,076.00	-5,076.00	133.84 %
54-10-55100	Postage	3,500.00	3,500.00	289.55	442.64	3,057.36	12.65 %
54-10-55200	Telephone	2,500.00	2,500.00	168.10	1,855.98	644.02	74.24 %
54-10-56200	Travel	2,500.00	2,500.00	0.00	68.68	2,431.32	2.75 %
54-10-56300	Training	5,000.00	5,000.00	0.00	825.00	4,175.00	16.50 %
54-10-57100	Utilities	12,000.00	12,000.00	244.40	8,669.82	3,330.18	72.25 %
54-10-59400	Lease or Rentals	35,000.00	35,000.00	3,100.70	18,786.08	16,213.92	53.67 %
	Category: 5000 - Contractual Services Total:	**549,640.00**	**549,640.00**	**14,566.31**	**164,012.04**	**385,627.96**	**29.84%**
Category: 6000 - Commodities							
54-10-61100	Building Supplies	5,000.00	5,000.00	0.00	4,655.05	344.95	93.10 %
54-10-61200	Equipment Supplies - Generation Pl	125,000.00	125,000.00	5,059.74	60,678.44	64,321.56	48.54 %
54-10-61201	Equipment Supplies - Peaker Plant	30,000.00	30,000.00	0.00	16,897.08	13,102.92	56.32 %
54-10-61202	Equipment Supplies - Gen Sets	50,000.00	50,000.00	704.88	13,432.61	36,567.39	26.87 %
54-10-62900	Other Supplies	15,000.00	15,000.00	860.24	9,548.52	5,451.48	63.66 %
54-10-65100	Office Supplies	3,000.00	3,000.00	0.00	648.00	2,352.00	21.60 %
54-10-65200	Operating Supplies	0.00	0.00	112.64	126.02	-126.02	0.00 %
54-10-65300	Small Tools	15,000.00	15,000.00	3,937.94	6,627.08	8,372.92	44.18 %
54-10-65400	Janitorial Supplies	2,000.00	2,000.00	115.36	673.29	1,326.71	33.66 %
54-10-65500	Gasoline/Oil	2,000.00	2,000.00	83.45	1,796.36	203.64	89.82 %
54-10-65600	Chemicals	9,000.00	9,000.00	0.00	3,864.00	5,136.00	42.93 %
54-10-66000	Natural Gas/Fuel Oil - Generation P	235,000.00	235,000.00	543.43	129,802.59	105,197.41	55.24 %
54-10-66001	Natural Gas/Fuel Oil - Peaker Plant	35,000.00	35,000.00	286.45	20,606.88	14,393.12	58.88 %
54-10-66002	Natural Gas/Fuel Oil - Gen Sets	250,000.00	250,000.00	0.00	213,471.88	36,528.12	85.39 %
54-10-66100	Safety Supplies	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
	Category: 6000 - Commodities Total:	**786,000.00**	**786,000.00**	**11,704.13**	**482,827.80**	**303,172.20**	**61.43%**
Category: 8000 - Capital Outlay							
54-10-83000	Equipment	0.00	0.00	0.00	1,300.00	-1,300.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**0.00**	**0.00**	**0.00**	**1,300.00**	**-1,300.00**	**0.00%**
	Department: 10 - Generation Total:	**1,915,676.00**	**1,915,676.00**	**64,293.37**	**980,085.98**	**935,590.02**	**51.16%**
Department: 60 - Distribution							
Category: 4000 - Personnel							
54-60-42100	Full-Time	1,410,638.00	1,410,638.00	98,267.75	885,905.91	524,732.09	62.80 %
54-60-42200	Part Time	0.00	0.00	1,125.00	4,788.00	-4,788.00	0.00 %
54-60-42300	Overtime	125,000.00	125,000.00	2,662.94	123,715.76	1,284.24	98.97 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
54-60-42600	Pager	105,000.00	105,000.00	9,675.64	88,467.78	16,532.22	84.26 %
54-60-45200	Life Insurance	500.00	500.00	40.60	336.06	163.94	67.21 %
54-60-45300	Unemployment Insurance	0.00	0.00	0.00	10,481.00	-10,481.00	0.00 %
54-60-47300	Clothing Acquisition	22,000.00	22,000.00	1,002.42	15,558.13	6,441.87	70.72 %
	Category: 4000 - Personnel Total:	**1,663,138.00**	**1,663,138.00**	**112,774.35**	**1,129,252.64**	**533,885.36**	**67.90%**
Category: 5000 - Contractual Services							
54-60-51100	Building Maintenance	50,000.00	50,000.00	8,857.01	118,974.07	-68,974.07	237.95 %
54-60-51200	Equipment Maintenance	32,000.00	32,000.00	1,865.81	26,325.34	5,674.66	82.27 %
54-60-51300	Vehicle Maintenance	85,000.00	85,000.00	0.00	90,724.22	-5,724.22	106.73 %
54-60-51500	Utility System Maintenance	50,000.00	50,000.00	591.56	176,183.61	-126,183.61	352.37 %
54-60-51700	Grounds Maintenance	10,000.00	10,000.00	840.00	19,905.96	-9,905.96	199.06 %
54-60-53200	Engineering Services	150,000.00	150,000.00	4,803.84	109,984.60	40,015.40	73.32 %
54-60-53300	Legal Services	0.00	0.00	0.00	1,203.00	-1,203.00	0.00 %
54-60-53900	Contractor	50,000.00	50,000.00	4,056.00	36,476.65	13,523.35	72.95 %
54-60-54900	Other Professional Services	50,000.00	50,000.00	8,872.08	41,096.98	8,903.02	82.19 %
54-60-55100	Postage	500.00	500.00	0.00	56.43	443.57	11.29 %
54-60-55200	Telephone	20,000.00	20,000.00	753.39	7,630.31	12,369.69	38.15 %
54-60-56200	Travel	10,000.00	10,000.00	1,130.00	25,381.26	-15,381.26	253.81 %
54-60-56300	Training	15,000.00	15,000.00	1,980.00	7,690.00	7,310.00	51.27 %
54-60-56500	Publications	0.00	0.00	0.00	851.50	-851.50	0.00 %
54-60-57100	Utilities	120,000.00	120,000.00	8,519.13	66,842.84	53,157.16	55.70 %
54-60-57300	Garbage Disposal	11,000.00	11,000.00	1,313.09	10,075.31	924.69	91.59 %
54-60-57900	Other Service Charges	0.00	0.00	0.00	6,748.45	-6,748.45	0.00 %
54-60-58462	Underground Line	212,242.00	212,242.00	0.00	81,393.27	130,848.73	38.35 %
54-60-58500	Street Lighting & Signal	190,000.00	190,000.00	9,540.72	233,929.90	-43,929.90	123.12 %
54-60-58651	Meter Expenses	50,000.00	50,000.00	0.00	154,610.00	-104,610.00	309.22 %
54-60-59239	Maintenance of Station Equipment	250,000.00	250,000.00	705.60	86,937.63	163,062.37	34.78 %
54-60-59400	Lease or Rentals	100,000.00	100,000.00	7,532.59	63,909.03	36,090.97	63.91 %
54-60-59501	LineTransformers Maintenance	0.00	0.00	0.00	8,140.63	-8,140.63	0.00 %
	Category: 5000 - Contractual Services Total:	**1,455,742.00**	**1,455,742.00**	**61,360.82**	**1,375,070.99**	**80,671.01**	**94.46%**
Category: 6000 - Commodities							
54-60-61100	Building Supplies	30,000.00	30,000.00	0.00	5,569.97	24,430.03	18.57 %
54-60-61200	Equipment Supplies	5,000.00	5,000.00	480.34	14,344.21	-9,344.21	286.88 %
54-60-61500	Utility System Maintenance Supplie	10,000.00	10,000.00	0.00	1,970.79	8,029.21	19.71 %
54-60-61600	Snow Removal Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
54-60-61800	Overhead Line Maintenance	291,832.00	291,832.00	30,400.00	298,850.00	-7,018.00	102.40 %
54-60-65100	Office Supplies	15,000.00	15,000.00	234.24	6,934.20	8,065.80	46.23 %
54-60-65200	Operating Supplies	600,000.00	600,000.00	36,971.04	307,002.54	292,997.46	51.17 %
54-60-65300	Small Tools	40,000.00	40,000.00	1,221.75	6,231.61	33,768.39	15.58 %
54-60-65400	Janitorial Supplies	2,000.00	2,000.00	6.29	1,773.68	226.32	88.68 %
54-60-65500	Gasoline/Oil	36,000.00	36,000.00	2,307.77	23,616.42	12,383.58	65.60 %
54-60-66100	Safety Supplies	40,000.00	40,000.00	166.30	7,376.73	32,623.27	18.44 %
54-60-66101	Employee Safety Supplies	25,000.00	25,000.00	4,938.18	21,034.79	3,965.21	84.14 %
54-60-67800	Station Contractor	0.00	0.00	0.00	4,107.50	-4,107.50	0.00 %
54-60-68400	Software	0.00	0.00	660.12	11,446.03	-11,446.03	0.00 %
	Category: 6000 - Commodities Total:	**1,096,332.00**	**1,096,332.00**	**77,386.03**	**710,258.47**	**386,073.53**	**64.78%**
Category: 8000 - Capital Outlay							
54-60-83000	Equipment	0.00	0.00	750.00	1,456.62	-1,456.62	0.00 %
54-60-89000	Other Improvements	9,800,000.00	9,800,000.00	197,073.29	6,362,512.29	3,437,487.71	64.92 %
	Category: 8000 - Capital Outlay Total:	**9,800,000.00**	**9,800,000.00**	**197,823.29**	**6,363,968.91**	**3,436,031.09**	**64.94%**
Category: 9000 - Other Expenditures							
54-60-91100	Community Relations	0.00	0.00	902.00	1,378.25	-1,378.25	0.00 %
54-60-92900	Miscellaneous	25,000.00	25,000.00	116.17	4,247.35	20,752.65	16.99 %
	Category: 9000 - Other Expenditures Total:	**25,000.00**	**25,000.00**	**1,018.17**	**5,625.60**	**19,374.40**	**22.50%**
	Department: 60 - Distribution Total:	**14,040,212.00**	**14,040,212.00**	**450,362.66**	**9,584,176.61**	**4,456,035.39**	**68.26%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 70 - Customer Service							
Category: 4000 - Personnel							
54-70-42100	Full-Time	280,000.00	280,000.00	23,411.05	202,397.17	77,602.83	72.28 %
54-70-42200	Part-Time	67,000.00	67,000.00	2,915.40	27,167.40	39,832.60	40.55 %
54-70-42300	Overtime	2,000.00	2,000.00	0.00	608.46	1,391.54	30.42 %
54-70-45200	Life Insurance	300.00	300.00	17.50	147.00	153.00	49.00 %
	Category: 4000 - Personnel Total:	**349,300.00**	**349,300.00**	**26,343.95**	**230,320.03**	**118,979.97**	**65.94%**
Category: 5000 - Contractual Services							
54-70-51100	Building Maintenance	20,000.00	20,000.00	65.00	15,424.41	4,575.59	77.12 %
54-70-51700	Grounds Maintenance	2,500.00	2,500.00	41.40	2,224.37	275.63	88.97 %
54-70-53600	Janitorial Services	16,000.00	16,000.00	1,080.00	10,800.00	5,200.00	67.50 %
54-70-54900	Other Professional Services	275,000.00	275,000.00	16,066.63	143,162.55	131,837.45	52.06 %
54-70-55100	Postage	50,000.00	50,000.00	5,544.78	31,588.68	18,411.32	63.18 %
54-70-55200	Telephone	1,000.00	1,000.00	48.67	438.03	561.97	43.80 %
54-70-56200	Travel	6,000.00	6,000.00	971.92	1,087.94	4,912.06	18.13 %
54-70-56300	Training	7,500.00	7,500.00	1,345.00	6,336.86	1,163.14	84.49 %
54-70-56400	Tuition	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
54-70-56600	Conference	5,000.00	5,000.00	1,800.00	5,425.00	-425.00	108.50 %
54-70-59400	Lease or Rentals	500.00	500.00	0.00	373.08	126.92	74.62 %
	Category: 5000 - Contractual Services Total:	**385,500.00**	**385,500.00**	**26,963.40**	**216,860.92**	**168,639.08**	**56.25%**
Category: 6000 - Commodities							
54-70-61100	Building Supplies	1,500.00	1,500.00	0.00	1,016.59	483.41	67.77 %
54-70-65100	Office Supplies	10,000.00	10,000.00	384.84	3,294.23	6,705.77	32.94 %
	Category: 6000 - Commodities Total:	**11,500.00**	**11,500.00**	**384.84**	**4,310.82**	**7,189.18**	**37.49%**
Category: 8000 - Capital Outlay							
54-70-83000	Equipment	5,000.00	5,000.00	0.00	3,146.46	1,853.54	62.93 %
54-70-89000	Other Improvements	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**25,000.00**	**25,000.00**	**0.00**	**3,146.46**	**21,853.54**	**12.59%**
Category: 9000 - Other Expenditures							
54-70-91000	Bad Debt	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
54-70-91100	Community Relations	10,000.00	10,000.00	3,955.16	20,886.62	-10,886.62	208.87 %
54-70-92900	Miscellaneous Expenses	1,000.00	1,000.00	155.83	828.41	171.59	82.84 %
	Category: 9000 - Other Expenditures Total:	**61,000.00**	**61,000.00**	**4,110.99**	**21,715.03**	**39,284.97**	**35.60%**
	Department: 70 - Customer Service Total:	**832,300.00**	**832,300.00**	**57,803.18**	**476,353.26**	**355,946.74**	**57.23%**
Department: 90 - Administration							
Category: 4000 - Personnel							
54-90-42100	Full-Time	414,785.00	414,785.00	32,298.59	289,465.43	125,319.57	69.79 %
54-90-42200	Part-Time	15,000.00	15,000.00	0.00	-81.00	15,081.00	-0.54 %
54-90-45100	Health Insurance	406,934.00	406,934.00	32,615.73	277,647.14	129,286.86	68.23 %
54-90-45200	Life Insurance	250.00	250.00	14.00	126.00	124.00	50.40 %
54-90-45300	Unemployment Insurance	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
54-90-45400	Workers' Compensation	35,000.00	35,000.00	2,830.80	24,653.09	10,346.91	70.44 %
54-90-46100	Social Security	200,000.00	200,000.00	14,888.42	145,204.16	54,795.84	72.60 %
54-90-46300	IMRF	125,000.00	125,000.00	11,413.02	110,749.72	14,250.28	88.60 %
	Category: 4000 - Personnel Total:	**1,200,969.00**	**1,200,969.00**	**94,060.56**	**847,764.54**	**353,204.46**	**70.59%**
Category: 5000 - Contractual Services							
54-90-51100	Building Maintenance	0.00	0.00	0.00	1,680.30	-1,680.30	0.00 %
54-90-53100	Accounting Service	31,315.00	31,315.00	0.00	31,315.00	0.00	100.00 %
54-90-53200	Engineering Services	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
54-90-53300	Legal Services	75,000.00	75,000.00	5,000.00	72,356.68	2,643.32	96.48 %
54-90-53700	Network Administration	344,725.00	344,725.00	28,727.08	258,543.72	86,181.28	75.00 %
54-90-54900	Other Professional Services	175,000.00	175,000.00	6,588.92	28,493.76	146,506.24	16.28 %
54-90-55100	Postage	0.00	0.00	0.00	15.74	-15.74	0.00 %
54-90-55200	Telephone	0.00	0.00	402.11	3,177.83	-3,177.83	0.00 %
54-90-56100	Dues	17,500.00	17,500.00	0.00	13,810.16	3,689.84	78.92 %
54-90-56200	Travel	10,000.00	10,000.00	620.00	3,353.86	6,646.14	33.54 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
54-90-56300	Training	5,000.00	5,000.00	0.00	804.35	4,195.65	16.09 %
54-90-56600	Conference	10,000.00	10,000.00	0.00	3,980.65	6,019.35	39.81 %
54-90-57100	Purchased Power	26,779,746.00	26,779,746.00	2,205,821.76	16,675,118.67	10,104,627.33	62.27 %
54-90-59200	General Insurance	275,000.00	275,000.00	45,636.92	410,732.28	-135,732.28	149.36 %
	Category: 5000 - Contractual Services Total:	**28,023,286.00**	**28,023,286.00**	**2,292,796.79**	**17,503,383.00**	**10,519,903.00**	**62.46%**
Category: 6000 - Commodities							
54-90-65100	Office Supplies	0.00	0.00	0.00	382.40	-382.40	0.00 %
54-90-68400	Software	120,000.00	120,000.00	1,070.00	81,878.00	38,122.00	68.23 %
	Category: 6000 - Commodities Total:	**120,000.00**	**120,000.00**	**1,070.00**	**82,260.40**	**37,739.60**	**68.55%**
Category: 7000 - Debt Service							
54-90-72000	Interest Expense	657,295.00	657,295.00	215,475.00	557,400.00	99,895.00	84.80 %
54-90-72260	Principal Expense	1,927,245.00	1,927,245.00	99,875.00	1,711,733.44	215,511.56	88.82 %
54-90-72501	Amortization of Bond Premium 202	0.00	0.00	-5,482.03	-49,338.27	49,338.27	0.00 %
54-90-72502	Amortization of Bond Premium 202	0.00	0.00	-5,245.06	-47,205.54	47,205.54	0.00 %
54-90-72503	Amortization of Bond Premium - 20	0.00	0.00	-1,880.36	-16,923.24	16,923.24	0.00 %
54-90-73200	Fiscal Agent Fee	3,000.00	3,000.00	0.00	1,443.00	1,557.00	48.10 %
	Category: 7000 - Debt Service Total:	**2,587,540.00**	**2,587,540.00**	**302,742.55**	**2,157,109.39**	**430,430.61**	**83.37%**
Category: 9000 - Other Expenditures							
54-90-91000	Bad Debt	0.00	0.00	6,435.00	38,189.09	-38,189.09	0.00 %
54-90-91100	Community Relations	75,000.00	75,000.00	11,050.98	35,567.30	39,432.70	47.42 %
54-90-95000	Appliance Rebate	85,000.00	85,000.00	10,205.00	36,578.90	48,421.10	43.03 %
54-90-95020	Residential Assistance Program	65,000.00	65,000.00	35,250.00	197,879.50	-132,879.50	304.43 %
54-90-99901	General Fund Transfer	2,473,588.00	2,473,588.00	206,132.33	1,855,190.97	618,397.03	75.00 %
54-90-99963	Capital Improvement Fund Transfer	987,000.00	987,000.00	1,018.57	564,178.28	422,821.72	57.16 %
54-90-99964	Admin Services Fund Transfer	961,704.00	961,704.00	80,142.00	721,278.00	240,426.00	75.00 %
54-90-99977	Transfer to Downtown TIF	670,000.00	670,000.00	0.00	670,000.00	0.00	100.00 %
	Category: 9000 - Other Expenditures Total:	**5,317,292.00**	**5,317,292.00**	**350,233.88**	**4,118,862.04**	**1,198,429.96**	**77.46%**
	Department: 90 - Administration Total:	**37,249,087.00**	**37,249,087.00**	**3,040,903.78**	**24,709,379.37**	**12,539,707.63**	**66.34%**
	Expense Total:	**54,037,275.00**	**54,037,275.00**	**3,613,362.99**	**35,749,995.22**	**18,287,279.78**	**66.16%**
	Fund: 54 - Electric Surplus (Deficit):	**-8,064,184.00**	**-8,064,184.00**	**17,350.24**	**-3,404,707.05**	**4,659,476.95**	**42.22%**
Fund: 55 - Tech Center/Advance Communications							
Revenue							
Department: 00 - 00							
Category: 3530 - Penalties							
55-00-35300	Penalties	2,000.00	2,000.00	0.00	377.74	-1,622.26	18.89 %
	Category: 3530 - Penalties Total:	**2,000.00**	**2,000.00**	**0.00**	**377.74**	**-1,622.26**	**18.89%**
Category: 3810 - Investment Income							
55-00-38100	Interest Income	2,500.00	2,500.00	770.42	7,197.85	4,697.85	287.91 %
	Category: 3810 - Investment Income Total:	**2,500.00**	**2,500.00**	**770.42**	**7,197.85**	**4,697.85**	**287.91%**
Category: 3820 - Leases							
55-00-38202	Commercial Dark Fiber Leases	475,000.00	475,000.00	33,052.18	296,300.39	-178,699.61	62.38 %
55-00-38203	Commercial Colocation Leases	150,000.00	150,000.00	7,306.81	62,013.89	-87,986.11	41.34 %
55-00-38204	Internal Colocation Leases	62,000.00	62,000.00	3,804.00	34,236.00	-27,764.00	55.22 %
55-00-38205	Internal Fiber Leases	130,500.00	130,500.00	19,875.00	178,125.00	47,625.00	136.49 %
	Category: 3820 - Leases Total:	**817,500.00**	**817,500.00**	**64,037.99**	**570,675.28**	**-246,824.72**	**69.81%**
Category: 3990 - Interfund Transfers							
55-00-39953	Transfer from Solid Waste	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
	Category: 3990 - Interfund Transfers Total:	**150,000.00**	**150,000.00**	**0.00**	**0.00**	**-150,000.00**	**0.00%**
	Department: 00 - 00 Total:	**972,000.00**	**972,000.00**	**64,808.41**	**578,250.87**	**-393,749.13**	**59.49%**
Department: 32 - Communications							
Category: 3530 - Penalties							
55-32-35300	Penalties	1,000.00	1,000.00	59.74	348.85	-651.15	34.89 %
	Category: 3530 - Penalties Total:	**1,000.00**	**1,000.00**	**59.74**	**348.85**	**-651.15**	**34.89%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 3730 - Advanced Communication Services							
55-32-37310	Network Internet Access	8,500.00	8,500.00	695.95	6,263.55	-2,236.45	73.69 %
55-32-37311	Dial-Up Internet Access	5,000.00	5,000.00	224.25	2,018.25	-2,981.75	40.37 %
55-32-37313	Data Services	5,000.00	5,000.00	0.00	3,312.00	-1,688.00	66.24 %
55-32-37314	Fiber Internet Access	300,000.00	300,000.00	26,400.48	172,957.90	-127,042.10	57.65 %
55-32-37315	VOIP Services	15,000.00	15,000.00	1,099.30	12,066.96	-2,933.04	80.45 %
55-32-37320	Activation Fees	0.00	0.00	0.00	690.00	690.00	0.00 %
55-32-37330	Web Site Host Fees	2,500.00	2,500.00	200.80	1,807.20	-692.80	72.29 %
55-32-37350	Mailboxes	2,000.00	2,000.00	143.55	1,438.96	-561.04	71.95 %
Category: 3730 - Advanced Communication Services Total:		**338,000.00**	**338,000.00**	**28,764.33**	**200,554.82**	**-137,445.18**	**59.34%**
Category: 3810 - Investment Income							
55-32-38100	Interest Income	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
Category: 3810 - Investment Income Total:		**2,000.00**	**2,000.00**	**0.00**	**0.00**	**-2,000.00**	**0.00%**
Department: 32 - Communications Total:		**341,000.00**	**341,000.00**	**28,824.07**	**200,903.67**	**-140,096.33**	**58.92%**
Revenue Total:		**1,313,000.00**	**1,313,000.00**	**93,632.48**	**779,154.54**	**-533,845.46**	**59.34%**
Expense							
Department: 00 - 00							
Category: 5000 - Contractual Services							
55-00-51100	Building Maintenance	15,000.00	15,000.00	133.75	-7,158.75	22,158.75	-47.73 %
55-00-51200	Equipment Maintenance	32,000.00	32,000.00	3,016.12	32,102.72	-102.72	100.32 %
55-00-51300	Vehicle Maintenance	1,500.00	1,500.00	366.79	2,518.28	-1,018.28	167.89 %
55-00-51700	Grounds Maintenance	6,500.00	6,500.00	0.00	3,489.00	3,011.00	53.68 %
55-00-52900	Other Maintenance	25,000.00	25,000.00	0.00	845.00	24,155.00	3.38 %
55-00-53300	Legal Services	7,500.00	7,500.00	0.00	325.00	7,175.00	4.33 %
55-00-53700	Network Administration	310,253.00	310,253.00	25,854.42	232,689.78	77,563.22	75.00 %
55-00-54900	Other Professional Services	50,000.00	50,000.00	463.67	15,200.02	34,799.98	30.40 %
55-00-55200	Telephone	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
55-00-56200	Travel	1,000.00	1,000.00	1,442.71	1,442.71	-442.71	144.27 %
55-00-56300	Training	2,500.00	2,500.00	0.00	143.86	2,356.14	5.75 %
55-00-57100	Utilities	200,000.00	200,000.00	13,072.86	89,042.99	110,957.01	44.52 %
55-00-59200	General Insurance	6,000.00	6,000.00	399.44	3,594.96	2,405.04	59.92 %
55-00-59400	Lease or Rentals	7,500.00	7,500.00	481.52	3,399.12	4,100.88	45.32 %
Category: 5000 - Contractual Services Total:		**666,253.00**	**666,253.00**	**45,231.28**	**377,634.69**	**288,618.31**	**56.68%**
Category: 6000 - Commodities							
55-00-61100	Building Supplies	2,000.00	2,000.00	0.00	565.73	1,434.27	28.29 %
55-00-61200	Equipment Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
55-00-65100	Office Supplies	750.00	750.00	0.00	228.49	521.51	30.47 %
55-00-65200	Operating Supplies	7,500.00	7,500.00	0.00	231.23	7,268.77	3.08 %
55-00-65400	Janitorial Supplies	500.00	500.00	0.00	37.47	462.53	7.49 %
Category: 6000 - Commodities Total:		**12,250.00**	**12,250.00**	**0.00**	**1,062.92**	**11,187.08**	**8.68%**
Category: 7000 - Debt Service							
55-00-72000	Interest Expense - 2017A Debt Cer	47,000.00	47,000.00	0.00	23,450.00	23,550.00	49.89 %
55-00-72200	Principal Exp Debt Certificate	320,000.00	320,000.00	0.00	320,000.00	0.00	100.00 %
55-00-72500	Amortization of Debt Certificates 2	0.00	0.00	-719.96	-6,479.64	6,479.64	0.00 %
Category: 7000 - Debt Service Total:		**367,000.00**	**367,000.00**	**-719.96**	**336,970.36**	**30,029.64**	**91.82%**
Category: 8000 - Capital Outlay							
55-00-83000	Equipment	450,000.00	450,000.00	0.00	5,625.00	444,375.00	1.25 %
55-00-87000	Furniture	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 8000 - Capital Outlay Total:		**450,500.00**	**450,500.00**	**0.00**	**5,625.00**	**444,875.00**	**1.25%**
Category: 9000 - Other Expenditures							
55-00-99964	Admin Services Fund Transfer	51,520.00	51,520.00	4,293.33	38,639.97	12,880.03	75.00 %
Category: 9000 - Other Expenditures Total:		**51,520.00**	**51,520.00**	**4,293.33**	**38,639.97**	**12,880.03**	**75.00%**
Department: 00 - 00 Total:		**1,547,523.00**	**1,547,523.00**	**48,804.65**	**759,932.94**	**787,590.06**	**49.11%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 32 - Communications							
Category: 4000 - Personnel							
55-32-42200	Part-Time	20,000.00	20,000.00	0.00	875.00	19,125.00	4.38 %
55-32-46100	Social Security	1,530.00	1,530.00	0.00	76.51	1,453.49	5.00 %
55-32-47300	Clothing Acquisition	500.00	500.00	0.00	0.00	500.00	0.00 %
	Category: 4000 - Personnel Total:	**22,030.00**	**22,030.00**	**0.00**	**951.51**	**21,078.49**	**4.32%**
Category: 5000 - Contractual Services							
55-32-51200	Equipment Maintenance	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
55-32-53300	Legal Services	1,000.00	1,000.00	0.00	349.50	650.50	34.95 %
55-32-54900	Other Professional Services	20,000.00	20,000.00	273.19	4,107.11	15,892.89	20.54 %
55-32-55100	Postage	100.00	100.00	0.00	0.00	100.00	0.00 %
55-32-55200	Telephone	2,500.00	2,500.00	0.00	288.82	2,211.18	11.55 %
55-32-55250	Internet Bandwidth	165,000.00	165,000.00	13,249.99	117,599.67	47,400.33	71.27 %
55-32-56200	Travel	500.00	500.00	0.00	0.00	500.00	0.00 %
55-32-56300	Training	3,000.00	3,000.00	0.00	143.86	2,856.14	4.80 %
55-32-57100	Utilities	3,000.00	3,000.00	133.22	912.95	2,087.05	30.43 %
	Category: 5000 - Contractual Services Total:	**196,100.00**	**196,100.00**	**13,656.40**	**123,401.91**	**72,698.09**	**62.93%**
Category: 6000 - Commodities							
55-32-61200	Equipment Supplies	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
55-32-65100	Office Supplies	250.00	250.00	0.00	188.43	61.57	75.37 %
55-32-65200	Operating Supplies	10,000.00	10,000.00	93.23	1,705.68	8,294.32	17.06 %
55-32-65300	Small Tools	750.00	750.00	0.00	461.86	288.14	61.58 %
55-32-65500	Gasoline/Oil	500.00	500.00	49.85	103.89	396.11	20.78 %
55-32-68400	Software	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
	Category: 6000 - Commodities Total:	**17,000.00**	**17,000.00**	**143.08**	**2,459.86**	**14,540.14**	**14.47%**
Category: 8000 - Capital Outlay							
55-32-83000	Equipment	35,000.00	35,000.00	50.00	10,493.85	24,506.15	29.98 %
	Category: 8000 - Capital Outlay Total:	**35,000.00**	**35,000.00**	**50.00**	**10,493.85**	**24,506.15**	**29.98%**
	Department: 32 - Communications Total:	**270,130.00**	**270,130.00**	**13,849.48**	**137,307.13**	**132,822.87**	**50.83%**
	Expense Total:	**1,817,653.00**	**1,817,653.00**	**62,654.13**	**897,240.07**	**920,412.93**	**49.36%**
Fund: 55 - Tech Center/Advance Communications Surplus (Deficit):		**-504,653.00**	**-504,653.00**	**30,978.35**	**-118,085.53**	**386,567.47**	**23.40%**
Fund: 56 - Network Administration							
Revenue							
Department: 40 - 40							
Category: 3810 - Investment Income							
56-40-38100	Interest Income	5,000.00	5,000.00	551.55	5,903.19	903.19	118.06 %
	Category: 3810 - Investment Income Total:	**5,000.00**	**5,000.00**	**551.55**	**5,903.19**	**903.19**	**118.06%**
Category: 3890 - Miscellaneous Income							
56-40-38900	Miscellaneous Income	0.00	0.00	0.00	120.00	120.00	0.00 %
	Category: 3890 - Miscellaneous Income Total:	**0.00**	**0.00**	**0.00**	**120.00**	**120.00**	**0.00%**
Category: 3990 - Interfund Transfers							
56-40-39901	Network Administration Fees Gene	344,725.00	344,725.00	28,727.08	258,543.72	-86,181.28	75.00 %
56-40-39951	Network Administration Fees Wate	172,363.00	172,363.00	14,363.58	129,272.22	-43,090.78	75.00 %
56-40-39952	Network Administration Fees Wate	172,363.00	172,363.00	14,363.58	129,272.22	-43,090.78	75.00 %
56-40-39954	Network Administration Fees Electr	344,725.00	344,725.00	28,727.08	258,543.72	-86,181.28	75.00 %
56-40-39955	Network Administration Fees Tech	310,253.00	310,253.00	25,854.42	232,689.78	-77,563.22	75.00 %
56-40-39958	Network Administration Fees Railro	34,473.00	34,473.00	2,872.75	25,854.75	-8,618.25	75.00 %
	Category: 3990 - Interfund Transfers Total:	**1,378,902.00**	**1,378,902.00**	**114,908.49**	**1,034,176.41**	**-344,725.59**	**75.00%**
	Department: 40 - 40 Total:	**1,383,902.00**	**1,383,902.00**	**115,460.04**	**1,040,199.60**	**-343,702.40**	**75.16%**
	Revenue Total:	**1,383,902.00**	**1,383,902.00**	**115,460.04**	**1,040,199.60**	**-343,702.40**	**75.16%**
Expense							
Department: 40 - 40							
Category: 4000 - Personnel							
56-40-42100	Full-Time	435,000.00	435,000.00	37,464.27	340,135.29	94,864.71	78.19 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
56-40-45100	Health Insurance	50,000.00	50,000.00	4,113.16	37,018.46	12,981.54	74.04 %
56-40-45200	Life Insurance	400.00	400.00	17.50	157.50	242.50	39.38 %
56-40-46100	Social Security	34,000.00	34,000.00	2,743.34	25,563.24	8,436.76	75.19 %
56-40-46300	IMRF	24,500.00	24,500.00	2,071.76	19,279.84	5,220.16	78.69 %
56-40-47300	Clothing Acquisition	750.00	750.00	0.00	114.00	636.00	15.20 %
56-40-47310	Clothing Acquisition - GIS	500.00	500.00	0.00	667.73	-167.73	133.55 %
	Category: 4000 - Personnel Total:	**545,150.00**	**545,150.00**	**46,410.03**	**422,936.06**	**122,213.94**	**77.58%**
	Category: 5000 - Contractual Services						
56-40-51200	Equipment Maintenance	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
56-40-54900	Other Professional Services	190,000.00	190,000.00	3,636.10	101,746.39	88,253.61	53.55 %
56-40-54905	Other Prof Serv -Cybersecurity	190,000.00	190,000.00	700.00	177,132.64	12,867.36	93.23 %
56-40-54940	Other Professional Services - GIS	140,000.00	140,000.00	10,416.00	102,028.00	37,972.00	72.88 %
56-40-55200	Telephone	15,000.00	15,000.00	236.94	9,991.83	5,008.17	66.61 %
56-40-56200	Travel	1,500.00	1,500.00	67.41	1,485.11	14.89	99.01 %
56-40-56210	Travel - GIS	3,750.00	3,750.00	0.00	2,037.72	1,712.28	54.34 %
56-40-56300	Training	3,500.00	3,500.00	360.00	1,635.00	1,865.00	46.71 %
56-40-56310	Training - GIS	3,750.00	3,750.00	0.00	697.93	3,052.07	18.61 %
56-40-56610	Conference - GIS	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
56-40-57100	Utilities	20,000.00	20,000.00	9,579.73	20,384.20	-384.20	101.92 %
56-40-57900	Other Service Charges	250.00	250.00	0.00	0.00	250.00	0.00 %
	Category: 5000 - Contractual Services Total:	**571,750.00**	**571,750.00**	**24,996.18**	**417,138.82**	**154,611.18**	**72.96%**
	Category: 6000 - Commodities						
56-40-61200	Equipment Supplies	1,000.00	1,000.00	34.29	134.30	865.70	13.43 %
56-40-65100	Office Supplies	500.00	500.00	0.00	335.13	164.87	67.03 %
56-40-65500	Gasoline/Oil	0.00	0.00	0.00	49.02	-49.02	0.00 %
56-40-65510	Gasoline/Oil - GIS	2,000.00	2,000.00	0.00	100.95	1,899.05	5.05 %
56-40-68400	Software	80,000.00	80,000.00	1,961.78	50,721.02	29,278.98	63.40 %
56-40-68410	Software - GIS	37,500.00	37,500.00	0.00	31,050.00	6,450.00	82.80 %
	Category: 6000 - Commodities Total:	**121,000.00**	**121,000.00**	**1,996.07**	**82,390.42**	**38,609.58**	**68.09%**
	Category: 8000 - Capital Outlay						
56-40-83000	Equipment	140,000.00	140,000.00	826.90	121,485.09	18,514.91	86.78 %
56-40-83010	Equipment - GIS	6,000.00	6,000.00	0.00	5,534.04	465.96	92.23 %
	Category: 8000 - Capital Outlay Total:	**146,000.00**	**146,000.00**	**826.90**	**127,019.13**	**18,980.87**	**87.00%**
	Department: 40 - 40 Total:	**1,383,900.00**	**1,383,900.00**	**74,229.18**	**1,049,484.43**	**334,415.57**	**75.84%**
	Expense Total:	**1,383,900.00**	**1,383,900.00**	**74,229.18**	**1,049,484.43**	**334,415.57**	**75.84%**
	Fund: 56 - Network Administration Surplus (Deficit):	**2.00**	**2.00**	**41,230.86**	**-9,284.83**	**-9,286.83**	**-464,241.50%**
Fund: 57 - Airport							
Revenue							
Department: 00 - 00							
	Category: 3110 - Property						
57-00-31100	Property Tax	56,744.00	56,744.00	17,958.44	54,193.26	-2,550.74	95.50 %
	Category: 3110 - Property Total:	**56,744.00**	**56,744.00**	**17,958.44**	**54,193.26**	**-2,550.74**	**95.50%**
	Category: 3440 - Sales						
57-00-34400	Sales tax	1,500.00	1,500.00	144.93	701.63	-798.37	46.78 %
	Category: 3440 - Sales Total:	**1,500.00**	**1,500.00**	**144.93**	**701.63**	**-798.37**	**46.78%**
	Category: 3470 - Grants						
57-00-34710	Grant Income	985,000.00	985,000.00	0.00	13,828.72	-971,171.28	1.40 %
	Category: 3470 - Grants Total:	**985,000.00**	**985,000.00**	**0.00**	**13,828.72**	**-971,171.28**	**1.40%**
	Category: 3770 - Aviation Fuel						
57-00-37700	Aviation Fuel Sales	247,500.00	247,500.00	31,787.10	191,478.47	-56,021.53	77.37 %
	Category: 3770 - Aviation Fuel Total:	**247,500.00**	**247,500.00**	**31,787.10**	**191,478.47**	**-56,021.53**	**77.37%**
	Category: 3810 - Investment Income						
57-00-38100	Interest Income	200.00	200.00	83.21	496.89	296.89	248.45 %
	Category: 3810 - Investment Income Total:	**200.00**	**200.00**	**83.21**	**496.89**	**296.89**	**248.45%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 3820 - Leases							
57-00-38200	Land Lease Income	32,500.00	32,500.00	2,083.34	27,500.06	-4,999.94	84.62 %
57-00-38210	Hangar Rental	65,000.00	65,000.00	2,194.00	55,283.00	-9,717.00	85.05 %
57-00-38211	Community Hangar Rental	26,000.00	26,000.00	2,268.00	23,077.00	-2,923.00	88.76 %
57-00-38220	Rental Income	11,448.00	11,448.00	0.00	12,000.00	552.00	104.82 %
57-00-38221	Large Car Rental Income	69,600.00	69,600.00	5,800.00	52,200.00	-17,400.00	75.00 %
	Category: 3820 - Leases Total:	**204,548.00**	**204,548.00**	**12,345.34**	**170,060.06**	**-34,487.94**	**83.14%**
Category: 3890 - Miscellaneous Income							
57-00-38900	Miscellaneous Revenue	0.00	0.00	0.00	502.00	502.00	0.00 %
	Category: 3890 - Miscellaneous Income Total:	**0.00**	**0.00**	**0.00**	**502.00**	**502.00**	**0.00%**
Category: 3990 - Interfund Transfers							
57-00-39958	Transfer from Railroad	50,000.00	50,000.00	4,166.67	37,500.03	-12,499.97	75.00 %
	Category: 3990 - Interfund Transfers Total:	**50,000.00**	**50,000.00**	**4,166.67**	**37,500.03**	**-12,499.97**	**75.00%**
	Department: 00 - 00 Total:	**1,545,492.00**	**1,545,492.00**	**66,485.69**	**468,761.06**	**-1,076,730.94**	**30.33%**
	Revenue Total:	**1,545,492.00**	**1,545,492.00**	**66,485.69**	**468,761.06**	**-1,076,730.94**	**30.33%**
Expense							
Department: 00 - 00							
Category: 4000 - Personnel							
57-00-42100	Full-Time	123,826.50	123,826.50	9,568.79	88,936.36	34,890.14	71.82 %
57-00-42200	Part-Time	2,500.00	2,500.00	519.12	3,979.92	-1,479.92	159.20 %
57-00-42300	Overtime	1,500.00	1,500.00	0.00	665.62	834.38	44.37 %
57-00-45100	Health Insurance	25,933.92	25,933.92	2,130.98	19,178.93	6,754.99	73.95 %
57-00-45200	Life Insurance	150.00	150.00	3.46	31.21	118.79	20.81 %
57-00-45400	Workers' Compensation	6,300.00	6,300.00	1,063.04	9,258.14	-2,958.14	146.95 %
57-00-46100	Social Security	9,663.98	9,663.98	720.19	6,881.36	2,782.62	71.21 %
57-00-46300	IMRF	6,847.61	6,847.61	529.12	5,086.80	1,760.81	74.29 %
	Category: 4000 - Personnel Total:	**176,722.01**	**176,722.01**	**14,534.70**	**134,018.34**	**42,703.67**	**75.84%**
Category: 5000 - Contractual Services							
57-00-51100	Building Maintenance	4,500.00	4,500.00	53.50	3,880.66	619.34	86.24 %
57-00-51200	Equipment Maintenance	9,500.00	9,500.00	0.00	4,365.80	5,134.20	45.96 %
57-00-51300	Vehicle Maintenance	500.00	500.00	0.00	950.26	-450.26	190.05 %
57-00-51700	Grounds Maintenance	1,500.00	1,500.00	3,934.10	11,532.89	-10,032.89	768.86 %
57-00-53200	Engineering Services	1,000.00	1,000.00	0.00	38,434.44	-37,434.44	3,843.44 %
57-00-53300	Legal Services	2,000.00	2,000.00	0.00	1,812.50	187.50	90.63 %
57-00-54900	Other Professional Services	3,000.00	3,000.00	0.00	990.25	2,009.75	33.01 %
57-00-55100	Postage	100.00	100.00	0.00	0.00	100.00	0.00 %
57-00-55200	Telephone	1,500.00	1,500.00	382.16	3,218.86	-1,718.86	214.59 %
57-00-55300	Publishing	200.00	200.00	0.00	117.00	83.00	58.50 %
57-00-55400	Printing	200.00	200.00	0.00	110.50	89.50	55.25 %
57-00-56100	Dues	300.00	300.00	0.00	200.00	100.00	66.67 %
57-00-56200	Travel	500.00	500.00	0.00	0.00	500.00	0.00 %
57-00-56300	Training	500.00	500.00	0.00	155.81	344.19	31.16 %
57-00-56600	Conference	500.00	500.00	0.00	0.00	500.00	0.00 %
57-00-57100	Utilities	22,000.00	22,000.00	824.13	11,695.03	10,304.97	53.16 %
57-00-59200	General Insurance	11,000.00	11,000.00	170.00	10,801.00	199.00	98.19 %
57-00-59400	Lease or Rentals	0.00	0.00	0.00	535.00	-535.00	0.00 %
57-00-59500	Property Tax	7,500.00	7,500.00	0.00	7,453.92	46.08	99.39 %
	Category: 5000 - Contractual Services Total:	**66,300.00**	**66,300.00**	**5,363.89**	**96,253.92**	**-29,953.92**	**145.18%**
Category: 6000 - Commodities							
57-00-61100	Building Supplies	1,000.00	1,000.00	0.00	1,377.83	-377.83	137.78 %
57-00-61200	Equipment Supplies	3,000.00	3,000.00	52.98	2,795.08	204.92	93.17 %
57-00-61600	Snow Removal Supplies	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
57-00-61700	Grounds Supplies	2,000.00	2,000.00	0.00	2,206.03	-206.03	110.30 %
57-00-65100	Office Supplies	300.00	300.00	147.35	1,874.26	-1,574.26	624.75 %
57-00-65200	Operating Supplies	300.00	300.00	15.29	247.47	52.53	82.49 %
57-00-65400	Janitorial Supplies	300.00	300.00	62.60	189.58	110.42	63.19 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
57-00-65500	Gasoline/Oil	4,000.00	4,000.00	0.00	1,162.35	2,837.65	29.06 %
57-00-65600	Aviation Gasoline/Oil	225,000.00	225,000.00	24,925.89	153,674.70	71,325.30	68.30 %
	Category: 6000 - Commodities Total:	**245,900.00**	**245,900.00**	**25,204.11**	**163,527.30**	**82,372.70**	**66.50%**
Category: 7000 - Debt Service							
57-00-72000	Interest Expense - GO Bond	6,744.00	6,744.00	0.00	7,568.76	-824.76	112.23 %
57-00-72260	Principal Expense	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
	Category: 7000 - Debt Service Total:	**56,744.00**	**56,744.00**	**0.00**	**7,568.76**	**49,175.24**	**13.34%**
Category: 8000 - Capital Outlay							
57-00-89000	Other Improvements	1,083,500.00	1,083,500.00	0.00	13,060.32	1,070,439.68	1.21 %
	Category: 8000 - Capital Outlay Total:	**1,083,500.00**	**1,083,500.00**	**0.00**	**13,060.32**	**1,070,439.68**	**1.21%**
Category: 9000 - Other Expenditures							
57-00-92900	Miscellaneous	2,000.00	2,000.00	373.05	4,576.33	-2,576.33	228.82 %
	Category: 9000 - Other Expenditures Total:	**2,000.00**	**2,000.00**	**373.05**	**4,576.33**	**-2,576.33**	**228.82%**
	Department: 00 - 00 Total:	**1,631,166.01**	**1,631,166.01**	**45,475.75**	**419,004.97**	**1,212,161.04**	**25.69%**
	Expense Total:	**1,631,166.01**	**1,631,166.01**	**45,475.75**	**419,004.97**	**1,212,161.04**	**25.69%**
	Fund: 57 - Airport Surplus (Deficit):	**-85,674.01**	**-85,674.01**	**21,009.94**	**49,756.09**	**135,430.10**	**-58.08%**
Fund: 58 - Railroad							
Revenue							
Department: 00 - 00							
Category: 3470 - Grants							
58-00-34710	Grant Income	6,040,000.00	6,040,000.00	0.00	58,762.72	-5,981,237.28	0.97 %
	Category: 3470 - Grants Total:	**6,040,000.00**	**6,040,000.00**	**0.00**	**58,762.72**	**-5,981,237.28**	**0.97%**
Category: 3700 - Rail Car Fees							
58-00-37010	Capital Fund Revenue	500,000.00	500,000.00	44,417.00	381,944.42	-118,055.58	76.39 %
58-00-37020	Switch Absorption Fees	500,000.00	500,000.00	47,241.30	395,932.20	-104,067.80	79.19 %
58-00-37030	In/Out Storage Switch Fees	35,000.00	35,000.00	1,566.00	62,211.63	27,211.63	177.75 %
58-00-37040	Storage Fees	60,000.00	60,000.00	17,818.20	114,772.80	54,772.80	191.29 %
	Category: 3700 - Rail Car Fees Total:	**1,095,000.00**	**1,095,000.00**	**111,042.50**	**954,861.05**	**-140,138.95**	**87.20%**
Category: 3810 - Investment Income							
58-00-38100	Interest Income	10,000.00	10,000.00	1,249.05	9,539.89	-460.11	95.40 %
	Category: 3810 - Investment Income Total:	**10,000.00**	**10,000.00**	**1,249.05**	**9,539.89**	**-460.11**	**95.40%**
Category: 3890 - Miscellaneous Income							
58-00-38900	Other Revenue	30,000.00	30,000.00	0.00	25,705.00	-4,295.00	85.68 %
	Category: 3890 - Miscellaneous Income Total:	**30,000.00**	**30,000.00**	**0.00**	**25,705.00**	**-4,295.00**	**85.68%**
	Department: 00 - 00 Total:	**7,175,000.00**	**7,175,000.00**	**112,291.55**	**1,048,868.66**	**-6,126,131.34**	**14.62%**
	Revenue Total:	**7,175,000.00**	**7,175,000.00**	**112,291.55**	**1,048,868.66**	**-6,126,131.34**	**14.62%**
Expense							
Department: 00 - 00							
Category: 4000 - Personnel							
58-00-42100	Full-Time	0.00	0.00	1,600.00	27,137.68	-27,137.68	0.00 %
58-00-42200	Part-Time	70,000.00	70,000.00	0.00	0.00	70,000.00	0.00 %
58-00-45100	Health Insurance	21,573.00	21,573.00	1,552.25	13,244.73	8,328.27	61.39 %
58-00-46100	Social Security	5,000.00	5,000.00	117.24	3,449.41	1,550.59	68.99 %
58-00-46300	IMRF	0.00	0.00	88.56	2,515.23	-2,515.23	0.00 %
	Category: 4000 - Personnel Total:	**96,573.00**	**96,573.00**	**3,358.05**	**46,347.05**	**50,225.95**	**47.99%**
Category: 5000 - Contractual Services							
58-00-51200	Equipment Maintenance	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
58-00-51700	Grounds Maintenance	10,000.00	10,000.00	0.00	8,143.47	1,856.53	81.43 %
58-00-53200	Engineering Services	200,000.00	200,000.00	0.00	89,477.94	110,522.06	44.74 %
58-00-53300	Legal Services	50,000.00	50,000.00	0.00	10,174.40	39,825.60	20.35 %
58-00-53700	Network Administration	34,473.00	34,473.00	2,872.75	25,854.75	8,618.25	75.00 %
58-00-54100	Marketing Expense	50,000.00	50,000.00	0.00	4,679.63	45,320.37	9.36 %
58-00-54900	Other Professional Services	125,000.00	125,000.00	3,400.00	62,338.26	62,661.74	49.87 %
58-00-54920	Bureau of Railroad Grant Applicatio	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
58-00-55100	Postage	100.00	100.00	0.00	0.00	100.00	0.00 %
58-00-55300	Publishing	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
58-00-56100	Dues	30,000.00	30,000.00	0.00	30,343.00	-343.00	101.14 %
58-00-56200	Travel	2,000.00	2,000.00	0.00	648.23	1,351.77	32.41 %
58-00-56300	Training	0.00	0.00	0.00	143.86	-143.86	0.00 %
58-00-56600	Conference	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
58-00-57100	Utilities	1,500.00	1,500.00	146.89	3,746.72	-2,246.72	249.78 %
58-00-59400	Lease or Rentals	3,780.00	3,780.00	0.00	0.00	3,780.00	0.00 %
58-00-59500	Property Tax	1,500.00	1,500.00	0.00	1,133.56	366.44	75.57 %
	Category: 5000 - Contractual Services Total:	**597,353.00**	**597,353.00**	**6,419.64**	**236,683.82**	**360,669.18**	**39.62%**
	Category: 8000 - Capital Outlay						
58-00-81000	Land	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
58-00-89000	Other Improvements	200,000.00	200,000.00	7,046.96	110,091.61	89,908.39	55.05 %
58-00-89330	Rochelle Transload Center	6,000,000.00	6,000,000.00	0.00	0.00	6,000,000.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**6,600,000.00**	**6,600,000.00**	**7,046.96**	**110,091.61**	**6,489,908.39**	**1.67%**
	Category: 9000 - Other Expenditures						
58-00-99901	General Fund Transfer	75,000.00	75,000.00	6,250.00	56,250.00	18,750.00	75.00 %
58-00-99936	Capital Improvement Fund Transfer	188,000.00	188,000.00	0.00	175,312.50	12,687.50	93.25 %
58-00-99957	Airport Fund Transfer	50,000.00	50,000.00	4,166.67	37,500.03	12,499.97	75.00 %
58-00-99977	Transfer to Downtown TIF	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
	Category: 9000 - Other Expenditures Total:	**363,000.00**	**363,000.00**	**10,416.67**	**319,062.53**	**43,937.47**	**87.90%**
	Department: 00 - 00 Total:	**7,656,926.00**	**7,656,926.00**	**27,241.32**	**712,185.01**	**6,944,740.99**	**9.30%**
	Expense Total:	**7,656,926.00**	**7,656,926.00**	**27,241.32**	**712,185.01**	**6,944,740.99**	**9.30%**
	Fund: 58 - Railroad Surplus (Deficit):	**-481,926.00**	**-481,926.00**	**85,050.23**	**336,683.65**	**818,609.65**	**-69.86%**
Fund: 59 - Golf Course							
Revenue							
Department: 00 - 00							
	Category: 3640 - Golf Fees						
59-00-36400	Golf Rounds	150,000.00	150,000.00	26,243.30	158,249.80	8,249.80	105.50 %
	Category: 3640 - Golf Fees Total:	**150,000.00**	**150,000.00**	**26,243.30**	**158,249.80**	**8,249.80**	**105.50%**
	Category: 3641 - Season Pass						
59-00-36410	Season Pass	50,000.00	50,000.00	300.00	69,730.00	19,730.00	139.46 %
	Category: 3641 - Season Pass Total:	**50,000.00**	**50,000.00**	**300.00**	**69,730.00**	**19,730.00**	**139.46%**
	Category: 3643 - Cart Rentals						
59-00-36430	Cart Rentals	65,000.00	65,000.00	10,519.64	65,950.45	950.45	101.46 %
	Category: 3643 - Cart Rentals Total:	**65,000.00**	**65,000.00**	**10,519.64**	**65,950.45**	**950.45**	**101.46%**
	Category: 3810 - Investment Income						
59-00-38100	Interest Income	800.00	800.00	976.31	6,500.91	5,700.91	812.61 %
	Category: 3810 - Investment Income Total:	**800.00**	**800.00**	**976.31**	**6,500.91**	**5,700.91**	**812.61%**
	Category: 3890 - Miscellaneous Income						
59-00-38900	Miscellaneous Revenue	7,500.00	7,500.00	18,598.49	26,849.49	19,349.49	357.99 %
59-00-38983	Merchandise Sales	15,000.00	15,000.00	1,941.76	15,832.77	832.77	105.55 %
	Category: 3890 - Miscellaneous Income Total:	**22,500.00**	**22,500.00**	**20,540.25**	**42,682.26**	**20,182.26**	**189.70%**
	Category: 3930 - Intergovenrmental Agreement						
59-00-39300	Contribution from the Park District	110,000.00	110,000.00	5,000.00	45,000.00	-65,000.00	40.91 %
	Category: 3930 - Intergovenrmental Agreement Total:	**110,000.00**	**110,000.00**	**5,000.00**	**45,000.00**	**-65,000.00**	**40.91%**
	Category: 3990 - Interfund Transfers						
59-00-39919	Transfer from Hotel/Motel Tax	110,000.00	110,000.00	5,000.00	45,000.00	-65,000.00	40.91 %
	Category: 3990 - Interfund Transfers Total:	**110,000.00**	**110,000.00**	**5,000.00**	**45,000.00**	**-65,000.00**	**40.91%**
	Department: 00 - 00 Total:	**508,300.00**	**508,300.00**	**68,579.50**	**433,113.42**	**-75,186.58**	**85.21%**
	Revenue Total:	**508,300.00**	**508,300.00**	**68,579.50**	**433,113.42**	**-75,186.58**	**85.21%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense							
Department: 00 - 00							
Category: 4000 - Personnel							
59-00-42100	Full-Time	105,834.56	105,834.56	8,141.20	75,656.10	30,178.46	71.49 %
59-00-45200	Life Insurance	75.00	75.00	3.50	31.50	43.50	42.00 %
59-00-45400	Workers' Compensation	10,500.00	10,500.00	949.63	8,270.50	2,229.50	78.77 %
59-00-46100	Social Security	15,746.00	15,746.00	1,658.90	13,232.65	2,513.35	84.04 %
59-00-46300	IMRF	5,853.00	5,853.00	450.20	4,296.26	1,556.74	73.40 %
	Category: 4000 - Personnel Total:	**138,008.56**	**138,008.56**	**11,203.43**	**101,487.01**	**36,521.55**	**73.54%**
Category: 8000 - Capital Outlay							
59-00-83000	Equipment	20,000.00	20,000.00	23,000.00	27,949.11	-7,949.11	139.75 %
59-00-89000	Other Improvements	120,000.00	120,000.00	953.18	26,886.66	93,113.34	22.41 %
	Category: 8000 - Capital Outlay Total:	**140,000.00**	**140,000.00**	**23,953.18**	**54,835.77**	**85,164.23**	**39.17%**
	Department: 00 - 00 Total:	**278,008.56**	**278,008.56**	**35,156.61**	**156,322.78**	**121,685.78**	**56.23%**
Department: 20 - Grounds							
Category: 4000 - Personnel							
59-20-42200	Part-Time	50,000.00	50,000.00	3,400.00	31,174.00	18,826.00	62.35 %
	Category: 4000 - Personnel Total:	**50,000.00**	**50,000.00**	**3,400.00**	**31,174.00**	**18,826.00**	**62.35%**
Category: 5000 - Contractual Services							
59-20-51200	Equipment Maintenance	13,500.00	13,500.00	798.87	14,383.36	-883.36	106.54 %
59-20-51700	Grounds Maintenance	750.00	750.00	0.00	0.00	750.00	0.00 %
59-20-53400	Medical Services	0.00	0.00	0.00	350.00	-350.00	0.00 %
59-20-54900	Other Professional Services	4,500.00	4,500.00	0.00	2,594.00	1,906.00	57.64 %
59-20-57100	Utilities	8,500.00	8,500.00	3,954.67	12,007.45	-3,507.45	141.26 %
	Category: 5000 - Contractual Services Total:	**27,250.00**	**27,250.00**	**4,753.54**	**29,334.81**	**-2,084.81**	**107.65%**
Category: 6000 - Commodities							
59-20-61700	Grounds Supplies	20,000.00	20,000.00	1,196.25	20,086.06	-86.06	100.43 %
59-20-65500	Gasoline/Oil	16,000.00	16,000.00	0.00	13,256.63	2,743.37	82.85 %
	Category: 6000 - Commodities Total:	**36,000.00**	**36,000.00**	**1,196.25**	**33,342.69**	**2,657.31**	**92.62%**
	Department: 20 - Grounds Total:	**113,250.00**	**113,250.00**	**9,349.79**	**93,851.50**	**19,398.50**	**82.87%**
Department: 31 - Pro Shop							
Category: 4000 - Personnel							
59-31-42200	Part-Time	50,000.00	50,000.00	10,144.00	64,111.50	-14,111.50	128.22 %
	Category: 4000 - Personnel Total:	**50,000.00**	**50,000.00**	**10,144.00**	**64,111.50**	**-14,111.50**	**128.22%**
Category: 5000 - Contractual Services							
59-31-51100	Building Maintenance	750.00	750.00	0.00	0.00	750.00	0.00 %
59-31-53400	Medical Services	0.00	0.00	0.00	474.00	-474.00	0.00 %
59-31-56100	Dues	3,000.00	3,000.00	0.00	900.00	2,100.00	30.00 %
59-31-57100	Utilities	4,000.00	4,000.00	58.70	1,869.03	2,130.97	46.73 %
59-31-59200	General Insurance	8,000.00	8,000.00	866.34	7,797.06	202.94	97.46 %
59-31-59400	Lease or Rentals	30,000.00	30,000.00	8,210.87	33,602.77	-3,602.77	112.01 %
	Category: 5000 - Contractual Services Total:	**45,750.00**	**45,750.00**	**9,135.91**	**44,642.86**	**1,107.14**	**97.58%**
Category: 6000 - Commodities							
59-31-65200	Operating Supplies	12,000.00	12,000.00	1,266.89	22,278.29	-10,278.29	185.65 %
59-31-65400	Janitorial Supplies	750.00	750.00	0.00	0.00	750.00	0.00 %
	Category: 6000 - Commodities Total:	**12,750.00**	**12,750.00**	**1,266.89**	**22,278.29**	**-9,528.29**	**174.73%**
Category: 9000 - Other Expenditures							
59-31-91100	Community Relations	5,000.00	5,000.00	831.00	5,973.00	-973.00	119.46 %
59-31-92900	Miscellaneous	3,000.00	3,000.00	1,067.45	6,545.51	-3,545.51	218.18 %
	Category: 9000 - Other Expenditures Total:	**8,000.00**	**8,000.00**	**1,898.45**	**12,518.51**	**-4,518.51**	**156.48%**
	Department: 31 - Pro Shop Total:	**116,500.00**	**116,500.00**	**22,445.25**	**143,551.16**	**-27,051.16**	**123.22%**
	Expense Total:	**507,758.56**	**507,758.56**	**66,951.65**	**393,725.44**	**114,033.12**	**77.54%**
	Fund: 59 - Golf Course Surplus (Deficit):	**541.44**	**541.44**	**1,627.85**	**39,387.98**	**38,846.54**	**7,274.67%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 64 - Administrative Services							
Revenue							
Department: 00 - 00							
Category: 3810 - Investment Income							
64-00-38100	Interest Income	2,000.00	2,000.00	228.03	2,130.98	130.98	106.55 %
	Category: 3810 - Investment Income Total:	**2,000.00**	**2,000.00**	**228.03**	**2,130.98**	**130.98**	**106.55%**
Category: 3890 - Miscellaneous Income							
64-00-38900	Miscellaneous Revenue	2,000.00	2,000.00	127.28	1,542.62	-457.38	77.13 %
	Category: 3890 - Miscellaneous Income Total:	**2,000.00**	**2,000.00**	**127.28**	**1,542.62**	**-457.38**	**77.13%**
Category: 3990 - Interfund Transfers							
64-00-39901	Transfer From General Fund	480,852.00	480,852.00	40,071.00	360,639.00	-120,213.00	75.00 %
64-00-39912	Transfer From Insurance	11,000.00	11,000.00	916.67	8,250.03	-2,749.97	75.00 %
64-00-39951	Transfer From Water	103,040.00	103,040.00	8,586.67	77,280.03	-25,759.97	75.00 %
64-00-39952	Transfer From Water Reclamation	120,212.98	120,212.98	10,017.75	90,159.75	-30,053.23	75.00 %
64-00-39954	Transfer From Electric	961,704.00	961,704.00	80,142.00	721,278.00	-240,426.00	75.00 %
64-00-39955	Transfer From Technology Fund	51,520.00	51,520.00	4,293.33	38,639.97	-12,880.03	75.00 %
	Category: 3990 - Interfund Transfers Total:	**1,728,328.98**	**1,728,328.98**	**144,027.42**	**1,296,246.78**	**-432,082.20**	**75.00%**
	Department: 00 - 00 Total:	**1,732,328.98**	**1,732,328.98**	**144,382.73**	**1,299,920.38**	**-432,408.60**	**75.04%**
	Revenue Total:	**1,732,328.98**	**1,732,328.98**	**144,382.73**	**1,299,920.38**	**-432,408.60**	**75.04%**
Expense							
Department: 00 - 00							
Category: 4000 - Personnel							
64-00-42100	Full-Time	1,130,785.00	1,130,785.00	84,585.62	775,193.64	355,591.36	68.55 %
64-00-42200	Part-Time	0.00	0.00	0.00	5,776.00	-5,776.00	0.00 %
64-00-42300	Overtime	1,000.00	1,000.00	0.00	98.88	901.12	9.89 %
64-00-45100	Health Insurance	180,414.00	180,414.00	11,515.50	109,465.79	70,948.21	60.67 %
64-00-45200	Life Insurance	400.00	400.00	31.50	283.50	116.50	70.88 %
64-00-46100	Social Security	86,581.55	86,581.55	6,198.81	58,024.06	28,557.49	67.02 %
64-00-46300	IMRF	62,587.71	62,587.71	5,026.53	51,105.28	11,482.43	81.65 %
	Category: 4000 - Personnel Total:	**1,461,768.26**	**1,461,768.26**	**107,357.96**	**999,947.15**	**461,821.11**	**68.41%**
Category: 5000 - Contractual Services							
64-00-54900	Other Professional Services	45,000.00	45,000.00	10,766.40	52,278.55	-7,278.55	116.17 %
64-00-55100	Postage	0.00	0.00	0.00	10.10	-10.10	0.00 %
64-00-55200	Telephone	3,000.00	3,000.00	184.40	1,785.67	1,214.33	59.52 %
64-00-55300	Publishing	2,100.00	2,100.00	0.00	1,872.00	228.00	89.14 %
64-00-56100	Dues	2,600.00	2,600.00	349.00	1,297.33	1,302.67	49.90 %
64-00-56200	Travel	16,000.00	16,000.00	770.41	4,409.11	11,590.89	27.56 %
64-00-56300	Training	5,250.00	5,250.00	240.00	7,056.37	-1,806.37	134.41 %
64-00-56400	Tuition	8,995.00	8,995.00	0.00	0.00	8,995.00	0.00 %
64-00-56600	Conference	18,115.00	18,115.00	138.35	15,752.48	2,362.52	86.96 %
	Category: 5000 - Contractual Services Total:	**101,060.00**	**101,060.00**	**12,448.56**	**84,461.61**	**16,598.39**	**83.58%**
Category: 6000 - Commodities							
64-00-65100	Office Supplies	8,000.00	8,000.00	441.46	7,978.75	21.25	99.73 %
64-00-65200	Operating Supplies	400.00	400.00	29.49	227.45	172.55	56.86 %
64-00-68400	Software	85,000.00	85,000.00	25.67	24,014.30	60,985.70	28.25 %
	Category: 6000 - Commodities Total:	**93,400.00**	**93,400.00**	**496.62**	**32,220.50**	**61,179.50**	**34.50%**
Category: 8000 - Capital Outlay							
64-00-83000	Equipment	6,000.00	6,000.00	0.00	9,291.37	-3,291.37	154.86 %
64-00-87000	Furniture	3,000.00	3,000.00	0.00	58.16	2,941.84	1.94 %
64-00-89000	Other	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	Category: 8000 - Capital Outlay Total:	**14,000.00**	**14,000.00**	**0.00**	**9,349.53**	**4,650.47**	**66.78%**
Category: 9000 - Other Expenditures							
64-00-91000	Bad Debt	100.00	100.00	419.01	2,605.09	-2,505.09	2,605.09 %
64-00-91100	Community Relations	30,000.00	30,000.00	1,435.00	17,179.91	12,820.09	57.27 %
64-00-91200	Employee Wellness	7,000.00	7,000.00	0.00	1,390.91	5,609.09	19.87 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
64-00-91300	Safety	20,000.00	20,000.00	371.39	9,234.56	10,765.44	46.17 %
64-00-92900	Miscellaneous	5,000.00	5,000.00	862.32	8,571.65	-3,571.65	171.43 %
	Category: 9000 - Other Expenditures Total:	**62,100.00**	**62,100.00**	**3,087.72**	**38,982.12**	**23,117.88**	**62.77%**
	Department: 00 - 00 Total:	**1,732,328.26**	**1,732,328.26**	**123,390.86**	**1,164,960.91**	**567,367.35**	**67.25%**
	Expense Total:	**1,732,328.26**	**1,732,328.26**	**123,390.86**	**1,164,960.91**	**567,367.35**	**67.25%**
	Fund: 64 - Administrative Services Surplus (Deficit):	**0.72**	**0.72**	**20,991.87**	**134,959.47**	**134,958.75**	**44,370.83%**
	Report Surplus (Deficit):	**-16,341,884.83**	**-16,341,884.83**	**2,139,511.64**	**857,031.52**	**17,198,916.35**	**-5.24%**

Group Summary

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - General						
Revenue						
Department: 00 - 00						
3110 - Property	2,149,141.00	2,149,141.00	679,990.71	2,052,011.18	-97,129.82	95.48%
3150 - Road and Bridge	215,000.00	215,000.00	73,411.57	218,653.27	3,653.27	101.70%
3210 - Liquor	45,000.00	45,000.00	2,100.00	42,685.00	-2,315.00	94.86%
3250 - Licenses	485,000.00	485,000.00	33,511.30	370,195.01	-114,804.99	76.33%
3260 - Other Licenses	20,250.00	20,250.00	10.00	30,660.00	10,410.00	151.41%
3310 - Permits	52,500.00	52,500.00	1,412.00	21,691.23	-30,808.77	41.32%
3313 - Building Permits	1,000.00	1,000.00	250.00	2,850.00	1,850.00	285.00%
3410 - Income	1,661,645.86	1,661,645.86	84,111.65	1,322,709.41	-338,936.45	79.60%
3420 - Other Taxes	360,000.00	360,000.00	0.00	217,353.35	-142,646.65	60.38%
3435 - Miscellaneous	360,000.00	360,000.00	32,167.53	286,605.36	-73,394.64	79.61%
3440 - Sales	3,094,462.48	3,094,462.48	278,184.54	2,527,895.73	-566,566.75	81.69%
3446 - Other Tax	16,530.50	16,530.50	1,187.36	11,122.14	-5,408.36	67.28%
3470 - Grants	406,606.00	406,606.00	758.34	254,652.59	-151,953.41	62.63%
3510 - Fines	75,000.00	75,000.00	6,748.00	57,686.50	-17,313.50	76.92%
3635 - Water Rec Solid Waste Charge	50,000.00	50,000.00	265.75	31,601.50	-18,398.50	63.20%
3660 - Public Safety Fees	1,138,511.64	1,138,511.64	78,680.80	1,048,988.89	-89,522.75	92.14%
3690 - Street Department Fees	260,000.00	260,000.00	9,233.41	153,190.92	-106,809.08	58.92%
3760 - Cemetery Fees	55,000.00	55,000.00	8,450.00	48,500.00	-6,500.00	88.18%
3790 - Other Revenues	0.00	0.00	0.00	5,000.00	5,000.00	0.00%
3810 - Investment Income	600,000.00	600,000.00	37,808.64	401,507.36	-198,492.64	66.92%
3890 - Miscellaneous Income	60,000.00	60,000.00	2,497.00	44,415.91	-15,584.09	74.03%
3990 - Interfund Transfers	3,758,823.58	3,758,823.58	313,235.28	2,819,117.52	-939,706.06	75.00%
Department: 00 - 00 Total:	**14,864,471.06**	**14,864,471.06**	**1,644,013.88**	**11,969,092.87**	**-2,895,378.19**	**80.52%**
Revenue Total:	**14,864,471.06**	**14,864,471.06**	**1,644,013.88**	**11,969,092.87**	**-2,895,378.19**	**80.52%**
Expense						
Department: 12 - Mayor & City Council						
4000 - Personnel	25,250.00	25,250.00	1,942.40	17,967.20	7,282.80	71.16%
5000 - Contractual Services	8,500.00	8,500.00	1,764.98	8,258.99	241.01	97.16%
6000 - Commodities	1,000.00	1,000.00	0.00	409.33	590.67	40.93%
8000 - Capital Outlay	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00%
9000 - Other Expenditures	7,500.00	7,500.00	500.00	2,058.64	5,441.36	27.45%
Department: 12 - Mayor & City Council Total:	**60,250.00**	**60,250.00**	**4,207.38**	**28,694.16**	**31,555.84**	**47.63%**
Department: 13 - City Clerk						
4000 - Personnel	147,724.12	147,724.12	15,511.24	115,393.01	32,331.11	78.11%
5000 - Contractual Services	36,766.00	36,766.00	2,449.35	25,032.40	11,733.60	68.09%
6000 - Commodities	1,500.00	1,500.00	1,385.32	1,872.24	-372.24	124.82%
8000 - Capital Outlay	2,300.00	2,300.00	0.00	2,511.35	-211.35	109.19%
9000 - Other Expenditures	17,750.00	17,750.00	0.00	3,428.00	14,322.00	19.31%
Department: 13 - City Clerk Total:	**206,040.12**	**206,040.12**	**19,345.91**	**148,237.00**	**57,803.12**	**71.95%**
Department: 17 - Municipal Building						
5000 - Contractual Services	742,725.00	742,725.00	41,163.72	646,471.56	96,253.44	87.04%
6000 - Commodities	14,500.00	14,500.00	1,144.33	9,054.00	5,446.00	62.44%
8000 - Capital Outlay	25,000.00	25,000.00	2,538.67	8,163.67	16,836.33	32.65%
9000 - Other Expenditures	1,241,852.00	1,241,852.00	92,015.49	987,706.96	254,145.04	79.53%
Department: 17 - Municipal Building Total:	**2,024,077.00**	**2,024,077.00**	**136,862.21**	**1,651,396.19**	**372,680.81**	**81.59%**
Department: 18 - City Attorney						
5000 - Contractual Services	110,000.00	110,000.00	3,840.00	89,325.87	20,674.13	81.21%
Department: 18 - City Attorney Total:	**110,000.00**	**110,000.00**	**3,840.00**	**89,325.87**	**20,674.13**	**81.21%**
Department: 19 - City Manager						
5000 - Contractual Services	32,050.00	32,050.00	1,940.50	14,590.98	17,459.02	45.53%
6000 - Commodities	700.00	700.00	0.00	206.04	493.96	29.43%

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
8000 - Capital Outlay	500.00	500.00	0.00	0.00	500.00	0.00%
9000 - Other Expenditures	8,500.00	8,500.00	435.22	2,756.42	5,743.58	32.43%
Department: 19 - City Manager Total:	**41,750.00**	**41,750.00**	**2,375.72**	**17,553.44**	**24,196.56**	**42.04%**
Department: 21 - Police						
4000 - Personnel	4,803,523.00	4,803,523.00	597,220.04	3,643,773.16	1,159,749.84	75.86%
5000 - Contractual Services	446,696.00	446,696.00	34,703.90	479,144.93	-32,448.93	107.26%
6000 - Commodities	155,000.00	155,000.00	10,636.54	157,903.35	-2,903.35	101.87%
8000 - Capital Outlay	80,700.00	80,700.00	1,907.98	40,658.14	40,041.86	50.38%
9000 - Other Expenditures	11,500.00	11,500.00	25.21	4,510.84	6,989.16	39.22%
Department: 21 - Police Total:	**5,497,419.00**	**5,497,419.00**	**644,493.67**	**4,325,990.42**	**1,171,428.58**	**78.69%**
Department: 22 - Fire						
4000 - Personnel	3,354,789.00	3,354,789.00	370,456.69	2,543,663.49	811,125.51	75.82%
5000 - Contractual Services	233,250.00	233,250.00	17,391.72	162,786.23	70,463.77	69.79%
6000 - Commodities	102,000.00	102,000.00	11,684.72	73,481.51	28,518.49	72.04%
8000 - Capital Outlay	122,459.00	122,459.00	15,490.87	47,325.59	75,133.41	38.65%
9000 - Other Expenditures	3,000.00	3,000.00	1,092.95	1,325.95	1,674.05	44.20%
Department: 22 - Fire Total:	**3,815,498.00**	**3,815,498.00**	**416,116.95**	**2,828,582.77**	**986,915.23**	**74.13%**
Department: 41 - Street						
4000 - Personnel	1,479,731.00	1,479,731.00	117,113.27	1,096,050.61	383,680.39	74.07%
5000 - Contractual Services	255,775.00	255,775.00	15,406.53	215,361.29	40,413.71	84.20%
6000 - Commodities	371,000.00	371,000.00	17,364.22	247,947.23	123,052.77	66.83%
7000 - Debt Service	130,723.00	130,723.00	0.00	0.00	130,723.00	0.00%
8000 - Capital Outlay	219,500.00	219,500.00	11,189.50	60,667.35	158,832.65	27.64%
9000 - Other Expenditures	200.00	200.00	99.90	308.32	-108.32	154.16%
Department: 41 - Street Total:	**2,456,929.00**	**2,456,929.00**	**161,173.42**	**1,620,334.80**	**836,594.20**	**65.95%**
Department: 44 - Community Development						
4000 - Personnel	403,674.00	403,674.00	30,801.08	273,104.04	130,569.96	67.65%
5000 - Contractual Services	115,600.00	115,600.00	726.71	69,798.19	45,801.81	60.38%
6000 - Commodities	4,900.00	4,900.00	0.00	378.69	4,521.31	7.73%
9000 - Other Expenditures	17,000.00	17,000.00	0.00	2,070.67	14,929.33	12.18%
Department: 44 - Community Development Total:	**541,174.00**	**541,174.00**	**31,527.79**	**345,351.59**	**195,822.41**	**63.82%**
Department: 46 - Cemetery						
4000 - Personnel	96,700.36	96,700.36	6,787.08	67,050.20	29,650.16	69.34%
5000 - Contractual Services	59,200.00	59,200.00	2,279.89	43,958.40	15,241.60	74.25%
6000 - Commodities	27,300.00	27,300.00	557.04	4,587.60	22,712.40	16.80%
8000 - Capital Outlay	50,000.00	50,000.00	0.00	19,941.69	30,058.31	39.88%
9000 - Other Expenditures	1,000.00	1,000.00	123.36	1,215.18	-215.18	121.52%
Department: 46 - Cemetery Total:	**234,200.36**	**234,200.36**	**9,747.37**	**136,753.07**	**97,447.29**	**58.39%**
Department: 48 - Engineering						
4000 - Personnel	290,870.00	290,870.00	22,423.90	222,299.26	68,570.74	76.43%
5000 - Contractual Services	45,600.00	45,600.00	2,423.77	33,695.30	11,904.70	73.89%
6000 - Commodities	10,570.00	10,570.00	161.50	4,015.50	6,554.50	37.99%
8000 - Capital Outlay	11,500.00	11,500.00	53.92	7,567.29	3,932.71	65.80%
9000 - Other Expenditures	200.00	200.00	828.57	1,584.28	-1,384.28	792.14%
Department: 48 - Engineering Total:	**358,740.00**	**358,740.00**	**25,891.66**	**269,161.63**	**89,578.37**	**75.03%**
Department: 61 - Economic Development						
4000 - Personnel	0.00	0.00	0.40	2.00	-2.00	0.00%
5000 - Contractual Services	23,500.00	23,500.00	1,275.00	11,616.76	11,883.24	49.43%
6000 - Commodities	800.00	800.00	0.00	-59.66	859.66	-7.46%
9000 - Other Expenditures	2,500.00	2,500.00	0.00	237.58	2,262.42	9.50%
Department: 61 - Economic Development Total:	**26,800.00**	**26,800.00**	**1,275.40**	**11,796.68**	**15,003.32**	**44.02%**
Expense Total:	**15,372,877.48**	**15,372,877.48**	**1,456,857.48**	**11,473,177.62**	**3,899,699.86**	**74.63%**
Fund: 01 - General Surplus (Deficit):	**-508,406.42**	**-508,406.42**	**187,156.40**	**495,915.25**	**1,004,321.67**	**-97.54%**

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 11 - Audit						
Revenue						
Department: 00 - 00						
3110 - Property	31,000.00	31,000.00	9,805.91	29,591.33	-1,408.67	95.46%
3810 - Investment Income	10.00	10.00	0.00	1.48	-8.52	14.80%
Department: 00 - 00 Total:	**31,010.00**	**31,010.00**	**9,805.91**	**29,592.81**	**-1,417.19**	**95.43%**
Revenue Total:	**31,010.00**	**31,010.00**	**9,805.91**	**29,592.81**	**-1,417.19**	**95.43%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	31,315.00	31,315.00	0.00	31,315.00	0.00	100.00%
Department: 00 - 00 Total:	**31,315.00**	**31,315.00**	**0.00**	**31,315.00**	**0.00**	**100.00%**
Expense Total:	**31,315.00**	**31,315.00**	**0.00**	**31,315.00**	**0.00**	**100.00%**
Fund: 11 - Audit Surplus (Deficit):	**-305.00**	**-305.00**	**9,805.91**	**-1,722.19**	**-1,417.19**	**564.65%**
Fund: 12 - Insurance						
Revenue						
Department: 00 - 00						
3110 - Property	375,000.00	375,000.00	121,814.37	367,599.75	-7,400.25	98.03%
3810 - Investment Income	100.00	100.00	0.00	0.00	-100.00	0.00%
Department: 00 - 00 Total:	**375,100.00**	**375,100.00**	**121,814.37**	**367,599.75**	**-7,500.25**	**98.00%**
Revenue Total:	**375,100.00**	**375,100.00**	**121,814.37**	**367,599.75**	**-7,500.25**	**98.00%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	385,000.00	385,000.00	32,083.33	284,957.36	100,042.64	74.01%
9000 - Other Expenditures	11,000.00	11,000.00	916.67	8,250.03	2,749.97	75.00%
Department: 00 - 00 Total:	**396,000.00**	**396,000.00**	**33,000.00**	**293,207.39**	**102,792.61**	**74.04%**
Expense Total:	**396,000.00**	**396,000.00**	**33,000.00**	**293,207.39**	**102,792.61**	**74.04%**
Fund: 12 - Insurance Surplus (Deficit):	**-20,900.00**	**-20,900.00**	**88,814.37**	**74,392.36**	**95,292.36**	**-355.94%**
Fund: 13 - Illinois Municipal Fund						
Revenue						
Department: 00 - 00						
3110 - Property	100,000.00	100,000.00	31,634.30	95,462.98	-4,537.02	95.46%
3420 - Other Taxes	22,045.00	22,045.00	0.00	22,045.00	0.00	100.00%
3810 - Investment Income	400.00	400.00	63.05	390.84	-9.16	97.71%
Department: 00 - 00 Total:	**122,445.00**	**122,445.00**	**31,697.35**	**117,898.82**	**-4,546.18**	**96.29%**
Revenue Total:	**122,445.00**	**122,445.00**	**31,697.35**	**117,898.82**	**-4,546.18**	**96.29%**
Expense						
Department: 00 - 00						
4000 - Personnel	154,000.00	154,000.00	12,525.76	117,781.51	36,218.49	76.48%
Department: 00 - 00 Total:	**154,000.00**	**154,000.00**	**12,525.76**	**117,781.51**	**36,218.49**	**76.48%**
Expense Total:	**154,000.00**	**154,000.00**	**12,525.76**	**117,781.51**	**36,218.49**	**76.48%**
Fund: 13 - Illinois Municipal Fund Surplus (Deficit):	**-31,555.00**	**-31,555.00**	**19,171.59**	**117.31**	**31,672.31**	**-0.37%**
Fund: 14 - Social Security						
Revenue						
Department: 00 - 00						
3110 - Property	290,000.00	290,000.00	91,751.48	276,878.88	-13,121.12	95.48%
3810 - Investment Income	25.00	25.00	0.00	0.00	-25.00	0.00%
Department: 00 - 00 Total:	**290,025.00**	**290,025.00**	**91,751.48**	**276,878.88**	**-13,146.12**	**95.47%**
Revenue Total:	**290,025.00**	**290,025.00**	**91,751.48**	**276,878.88**	**-13,146.12**	**95.47%**

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Department: 00 - 00						
4000 - Personnel	265,000.00	265,000.00	22,382.75	208,933.49	56,066.51	78.84%
Department: 00 - 00 Total:	**265,000.00**	**265,000.00**	**22,382.75**	**208,933.49**	**56,066.51**	**78.84%**
Expense Total:	**265,000.00**	**265,000.00**	**22,382.75**	**208,933.49**	**56,066.51**	**78.84%**
Fund: 14 - Social Security Surplus (Deficit):	**25,025.00**	**25,025.00**	**69,368.73**	**67,945.39**	**42,920.39**	**271.51%**
Fund: 15 - Ambulance						
Revenue						
Department: 00 - 00						
3810 - Investment Income	3,000.00	3,000.00	255.62	5,467.40	2,467.40	182.25%
3990 - Interfund Transfers	200,000.00	200,000.00	16,666.67	150,000.03	-49,999.97	75.00%
Department: 00 - 00 Total:	**203,000.00**	**203,000.00**	**16,922.29**	**155,467.43**	**-47,532.57**	**76.58%**
Revenue Total:	**203,000.00**	**203,000.00**	**16,922.29**	**155,467.43**	**-47,532.57**	**76.58%**
Expense						
Department: 00 - 00						
7000 - Debt Service	22,461.25	22,461.25	22,461.25	22,461.25	0.00	100.00%
8000 - Capital Outlay	655,000.00	655,000.00	0.00	15,853.18	639,146.82	2.42%
Department: 00 - 00 Total:	**677,461.25**	**677,461.25**	**22,461.25**	**38,314.43**	**639,146.82**	**5.66%**
Expense Total:	**677,461.25**	**677,461.25**	**22,461.25**	**38,314.43**	**639,146.82**	**5.66%**
Fund: 15 - Ambulance Surplus (Deficit):	**-474,461.25**	**-474,461.25**	**-5,538.96**	**117,153.00**	**591,614.25**	**-24.69%**
Fund: 16 - Eastern Gateway TIF						
Revenue						
Department: 00 - 00						
3110 - Property	0.00	0.00	110.37	17,018.96	17,018.96	0.00%
Department: 00 - 00 Total:	**0.00**	**0.00**	**110.37**	**17,018.96**	**17,018.96**	**0.00%**
Revenue Total:	**0.00**	**0.00**	**110.37**	**17,018.96**	**17,018.96**	**0.00%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	175,000.00	175,000.00	0.00	4,258.06	170,741.94	2.43%
Department: 00 - 00 Total:	**175,000.00**	**175,000.00**	**0.00**	**4,258.06**	**170,741.94**	**2.43%**
Expense Total:	**175,000.00**	**175,000.00**	**0.00**	**4,258.06**	**170,741.94**	**2.43%**
Fund: 16 - Eastern Gateway TIF Surplus (Deficit):	**-175,000.00**	**-175,000.00**	**110.37**	**12,760.90**	**187,760.90**	**-7.29%**
Fund: 17 - Motor Fuel Tax						
Revenue						
Department: 00 - 00						
3430 - Motor Fuel Tax	440,844.82	440,844.82	39,705.51	317,890.89	-122,953.93	72.11%
3470 - Grants	280,000.00	280,000.00	0.00	0.00	-280,000.00	0.00%
3810 - Investment Income	65,000.00	65,000.00	7,818.79	66,591.29	1,591.29	102.45%
Department: 00 - 00 Total:	**785,844.82**	**785,844.82**	**47,524.30**	**384,482.18**	**-401,362.64**	**48.93%**
Revenue Total:	**785,844.82**	**785,844.82**	**47,524.30**	**384,482.18**	**-401,362.64**	**48.93%**
Expense						
Department: 00 - 00						
9000 - Other Expenditures	1,104,000.00	1,104,000.00	0.00	0.00	1,104,000.00	0.00%
Department: 00 - 00 Total:	**1,104,000.00**	**1,104,000.00**	**0.00**	**0.00**	**1,104,000.00**	**0.00%**
Expense Total:	**1,104,000.00**	**1,104,000.00**	**0.00**	**0.00**	**1,104,000.00**	**0.00%**
Fund: 17 - Motor Fuel Tax Surplus (Deficit):	**-318,155.18**	**-318,155.18**	**47,524.30**	**384,482.18**	**702,637.36**	**-120.85%**
Fund: 18 - Utility Tax						
Revenue						
Department: 00 - 00						
3130 - Utility Tax	880,000.00	880,000.00	53,983.34	550,118.21	-329,881.79	62.51%

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
3810 - Investment Income	16,000.00	16,000.00	380.19	4,820.99	-11,179.01	30.13%
Department: 00 - 00 Total:	**896,000.00**	**896,000.00**	**54,363.53**	**554,939.20**	**-341,060.80**	**61.94%**
Revenue Total:	**896,000.00**	**896,000.00**	**54,363.53**	**554,939.20**	**-341,060.80**	**61.94%**
Expense						
Department: 00 - 00						
9000 - Other Expenditures	1,286,000.00	1,286,000.00	261,721.66	562,637.79	723,362.21	43.75%
Department: 00 - 00 Total:	**1,286,000.00**	**1,286,000.00**	**261,721.66**	**562,637.79**	**723,362.21**	**43.75%**
Expense Total:	**1,286,000.00**	**1,286,000.00**	**261,721.66**	**562,637.79**	**723,362.21**	**43.75%**
Fund: 18 - Utility Tax Surplus (Deficit):	**-390,000.00**	**-390,000.00**	**-207,358.13**	**-7,698.59**	**382,301.41**	**1.97%**
Fund: 19 - Hotel-Motel Tax						
Revenue						
Department: 00 - 00						
3140 - Hotel/Motel Tax	275,000.00	275,000.00	44,982.34	219,146.61	-55,853.39	79.69%
3790 - Other Revenues	9,307.00	9,307.00	0.00	9,282.00	-25.00	99.73%
3810 - Investment Income	800.00	800.00	76.06	3,422.28	2,622.28	427.79%
3890 - Miscellaneous Income	20,000.00	20,000.00	2,177.77	18,882.95	-1,117.05	94.41%
Department: 00 - 00 Total:	**305,107.00**	**305,107.00**	**47,236.17**	**250,733.84**	**-54,373.16**	**82.18%**
Revenue Total:	**305,107.00**	**305,107.00**	**47,236.17**	**250,733.84**	**-54,373.16**	**82.18%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	25,000.00	25,000.00	6,000.00	27,635.97	-2,635.97	110.54%
8000 - Capital Outlay	25,000.00	25,000.00	0.00	10,000.00	15,000.00	40.00%
9000 - Other Expenditures	292,000.00	292,000.00	8,875.27	218,555.82	73,444.18	74.85%
Department: 00 - 00 Total:	**342,000.00**	**342,000.00**	**14,875.27**	**256,191.79**	**85,808.21**	**74.91%**
Department: 30 - Railfan Park						
4000 - Personnel	33,954.00	33,954.00	2,583.10	21,878.38	12,075.62	64.44%
5000 - Contractual Services	12,000.00	12,000.00	814.48	11,219.84	780.16	93.50%
6000 - Commodities	6,000.00	6,000.00	25.40	36.25	5,963.75	0.60%
8000 - Capital Outlay	255,000.00	255,000.00	0.00	12,523.63	242,476.37	4.91%
9000 - Other Expenditures	15,000.00	15,000.00	3,482.88	14,605.92	394.08	97.37%
Department: 30 - Railfan Park Total:	**321,954.00**	**321,954.00**	**6,905.86**	**60,264.02**	**261,689.98**	**18.72%**
Expense Total:	**663,954.00**	**663,954.00**	**21,781.13**	**316,455.81**	**347,498.19**	**47.66%**
Fund: 19 - Hotel-Motel Tax Surplus (Deficit):	**-358,847.00**	**-358,847.00**	**25,455.04**	**-65,721.97**	**293,125.03**	**18.31%**
Fund: 20 - Sales Tax						
Revenue						
Department: 00 - 00						
3440 - Sales	1,515,000.00	1,515,000.00	137,123.29	1,195,780.51	-319,219.49	78.93%
3810 - Investment Income	67,000.00	67,000.00	10,821.41	84,776.31	17,776.31	126.53%
Department: 00 - 00 Total:	**1,582,000.00**	**1,582,000.00**	**147,944.70**	**1,280,556.82**	**-301,443.18**	**80.95%**
Revenue Total:	**1,582,000.00**	**1,582,000.00**	**147,944.70**	**1,280,556.82**	**-301,443.18**	**80.95%**
Expense						
Department: 00 - 00						
9000 - Other Expenditures	2,529,000.00	2,529,000.00	12,891.16	925,899.39	1,603,100.61	36.61%
Department: 00 - 00 Total:	**2,529,000.00**	**2,529,000.00**	**12,891.16**	**925,899.39**	**1,603,100.61**	**36.61%**
Expense Total:	**2,529,000.00**	**2,529,000.00**	**12,891.16**	**925,899.39**	**1,603,100.61**	**36.61%**
Fund: 20 - Sales Tax Surplus (Deficit):	**-947,000.00**	**-947,000.00**	**135,053.54**	**354,657.43**	**1,301,657.43**	**-37.45%**
Fund: 21 - Lighthouse Pointe TIF						
Revenue						
Department: 00 - 00						
3110 - Property	696,337.00	696,337.00	293,273.66	683,810.08	-12,526.92	98.20%

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
3810 - Investment Income	7,500.00	7,500.00	1,453.50	14,404.72	6,904.72	192.06%
Department: 00 - 00 Total:	**703,837.00**	**703,837.00**	**294,727.16**	**698,214.80**	**-5,622.20**	**99.20%**
Revenue Total:	**703,837.00**	**703,837.00**	**294,727.16**	**698,214.80**	**-5,622.20**	**99.20%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	174,965.00	174,965.00	0.00	99,931.45	75,033.55	57.12%
7000 - Debt Service	246,075.00	246,075.00	0.00	25,537.50	220,537.50	10.38%
8000 - Capital Outlay	688,000.00	688,000.00	0.00	0.00	688,000.00	0.00%
Department: 00 - 00 Total:	**1,109,040.00**	**1,109,040.00**	**0.00**	**125,468.95**	**983,571.05**	**11.31%**
Expense Total:	**1,109,040.00**	**1,109,040.00**	**0.00**	**125,468.95**	**983,571.05**	**11.31%**
Fund: 21 - Lighthouse Pointe TIF Surplus (Deficit):	**-405,203.00**	**-405,203.00**	**294,727.16**	**572,745.85**	**977,948.85**	**-141.35%**
Fund: 22 - Foreign Fire Insurance						
Revenue						
Department: 00 - 00						
3120 - Foreign Fire Insurance Tax	32,000.00	32,000.00	0.00	820.00	-31,180.00	2.56%
3810 - Investment Income	500.00	500.00	39.01	488.54	-11.46	97.71%
Department: 00 - 00 Total:	**32,500.00**	**32,500.00**	**39.01**	**1,308.54**	**-31,191.46**	**4.03%**
Revenue Total:	**32,500.00**	**32,500.00**	**39.01**	**1,308.54**	**-31,191.46**	**4.03%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	6,000.00	6,000.00	117.97	5,068.35	931.65	84.47%
6000 - Commodities	3,000.00	3,000.00	4,688.80	7,788.78	-4,788.78	259.63%
8000 - Capital Outlay	55,000.00	55,000.00	909.99	13,005.89	41,994.11	23.65%
Department: 00 - 00 Total:	**64,000.00**	**64,000.00**	**5,716.76**	**25,863.02**	**38,136.98**	**40.41%**
Expense Total:	**64,000.00**	**64,000.00**	**5,716.76**	**25,863.02**	**38,136.98**	**40.41%**
Fund: 22 - Foreign Fire Insurance Surplus (Deficit):	**-31,500.00**	**-31,500.00**	**-5,677.75**	**-24,554.48**	**6,945.52**	**77.95%**
Fund: 23 - Downtown & Southern Gateway TIF						
Revenue						
Department: 00 - 00						
3110 - Property	572,590.00	572,590.00	228,402.21	557,141.79	-15,448.21	97.30%
3470 - Grants	1,151,740.00	1,151,740.00	603,917.57	603,917.57	-547,822.43	52.44%
3810 - Investment Income	50,000.00	50,000.00	3,786.17	34,688.50	-15,311.50	69.38%
3990 - Interfund Transfers	820,000.00	820,000.00	0.00	820,000.00	0.00	100.00%
Department: 00 - 00 Total:	**2,594,330.00**	**2,594,330.00**	**836,105.95**	**2,015,747.86**	**-578,582.14**	**77.70%**
Revenue Total:	**2,594,330.00**	**2,594,330.00**	**836,105.95**	**2,015,747.86**	**-578,582.14**	**77.70%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	151,750.00	151,750.00	232,040.85	375,226.82	-223,476.82	247.27%
7000 - Debt Service	231,750.00	231,750.00	0.00	53,375.00	178,375.00	23.03%
8000 - Capital Outlay	4,228,100.00	4,228,100.00	0.00	602,692.19	3,625,407.81	14.25%
Department: 00 - 00 Total:	**4,611,600.00**	**4,611,600.00**	**232,040.85**	**1,031,294.01**	**3,580,305.99**	**22.36%**
Expense Total:	**4,611,600.00**	**4,611,600.00**	**232,040.85**	**1,031,294.01**	**3,580,305.99**	**22.36%**
Fund: 23 - Downtown & Southern Gateway TIF Surplus (Deficit):	**-2,017,270.00**	**-2,017,270.00**	**604,065.10**	**984,453.85**	**3,001,723.85**	**-48.80%**
Fund: 24 - Overweight Truck Permit						
Revenue						
Department: 00 - 00						
3320 - Overweight Truck Permit Fees	30,000.00	30,000.00	3,471.00	25,406.00	-4,594.00	84.69%
3520 - Overweight Truck Fines	3,000.00	3,000.00	456.00	3,001.00	1.00	100.03%
3810 - Investment Income	600.00	600.00	110.90	1,045.04	445.04	174.17%
Department: 00 - 00 Total:	**33,600.00**	**33,600.00**	**4,037.90**	**29,452.04**	**-4,147.96**	**87.65%**
Revenue Total:	**33,600.00**	**33,600.00**	**4,037.90**	**29,452.04**	**-4,147.96**	**87.65%**

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Department: 00 - 00						
5000 - Contractual Services	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00%
9000 - Other Expenditures	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
Department: 00 - 00 Total:	**79,500.00**	**79,500.00**	**0.00**	**0.00**	**79,500.00**	**0.00%**
Expense Total:	**79,500.00**	**79,500.00**	**0.00**	**0.00**	**79,500.00**	**0.00%**
Fund: 24 - Overweight Truck Permit Surplus (Deficit):	**-45,900.00**	**-45,900.00**	**4,037.90**	**29,452.04**	**75,352.04**	**-64.17%**
Fund: 25 - Northern Gateway TIF						
Revenue						
Department: 00 - 00						
3110 - Property	226,186.00	226,186.00	64,418.78	228,340.89	2,154.89	100.95%
3810 - Investment Income	600.00	600.00	279.83	1,445.51	845.51	240.92%
Department: 00 - 00 Total:	**226,786.00**	**226,786.00**	**64,698.61**	**229,786.40**	**3,000.40**	**101.32%**
Revenue Total:	**226,786.00**	**226,786.00**	**64,698.61**	**229,786.40**	**3,000.40**	**101.32%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	112,750.00	112,750.00	8,699.69	89,828.82	22,921.18	79.67%
8000 - Capital Outlay	134,000.00	134,000.00	0.00	0.00	134,000.00	0.00%
Department: 00 - 00 Total:	**246,750.00**	**246,750.00**	**8,699.69**	**89,828.82**	**156,921.18**	**36.40%**
Expense Total:	**246,750.00**	**246,750.00**	**8,699.69**	**89,828.82**	**156,921.18**	**36.40%**
Fund: 25 - Northern Gateway TIF Surplus (Deficit):	**-19,964.00**	**-19,964.00**	**55,998.92**	**139,957.58**	**159,921.58**	**-701.05%**
Fund: 36 - Capital Improvement						
Revenue						
Department: 00 - 00						
3810 - Investment Income	6,000.00	6,000.00	0.00	0.00	-6,000.00	0.00%
3930 - Intergovenrmental Agreement	1,110,000.00	1,110,000.00	0.00	0.00	-1,110,000.00	0.00%
3990 - Interfund Transfers	6,962,000.00	6,962,000.00	278,149.17	2,765,275.05	-4,196,724.95	39.72%
Department: 00 - 00 Total:	**8,078,000.00**	**8,078,000.00**	**278,149.17**	**2,765,275.05**	**-5,312,724.95**	**34.23%**
Revenue Total:	**8,078,000.00**	**8,078,000.00**	**278,149.17**	**2,765,275.05**	**-5,312,724.95**	**34.23%**
Expense						
Department: 00 - 00						
7000 - Debt Service	861,500.00	861,500.00	0.00	833,237.50	28,262.50	96.72%
8000 - Capital Outlay	7,067,000.00	7,067,000.00	159,340.81	2,137,704.09	4,929,295.91	30.25%
Department: 00 - 00 Total:	**7,928,500.00**	**7,928,500.00**	**159,340.81**	**2,970,941.59**	**4,957,558.41**	**37.47%**
Expense Total:	**7,928,500.00**	**7,928,500.00**	**159,340.81**	**2,970,941.59**	**4,957,558.41**	**37.47%**
Fund: 36 - Capital Improvement Surplus (Deficit):	**149,500.00**	**149,500.00**	**118,808.36**	**-205,666.54**	**-355,166.54**	**-137.57%**
Fund: 37 - Stormwater						
Revenue						
Department: 00 - 00						
3642 - Stormwater Management Fee	2,600.00	2,600.00	126.60	842.97	-1,757.03	32.42%
3810 - Investment Income	1,500.00	1,500.00	148.14	1,359.97	-140.03	90.66%
Department: 00 - 00 Total:	**4,100.00**	**4,100.00**	**274.74**	**2,202.94**	**-1,897.06**	**53.73%**
Revenue Total:	**4,100.00**	**4,100.00**	**274.74**	**2,202.94**	**-1,897.06**	**53.73%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	4,360.00	4,360.00	0.00	0.00	4,360.00	0.00%
8000 - Capital Outlay	11,500.00	11,500.00	0.00	0.00	11,500.00	0.00%
9000 - Other Expenditures	105,500.00	105,500.00	6,895.00	15,818.00	89,682.00	14.99%
Department: 00 - 00 Total:	**121,360.00**	**121,360.00**	**6,895.00**	**15,818.00**	**105,542.00**	**13.03%**
Expense Total:	**121,360.00**	**121,360.00**	**6,895.00**	**15,818.00**	**105,542.00**	**13.03%**
Fund: 37 - Stormwater Surplus (Deficit):	**-117,260.00**	**-117,260.00**	**-6,620.26**	**-13,615.06**	**103,644.94**	**11.61%**

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 51 - Water						
Revenue						
Department: 00 - 00						
3470 - Grants	0.00	0.00	193,905.18	193,905.18	193,905.18	0.00%
3530 - Penalties	10,000.00	10,000.00	1,381.87	3,174.12	-6,825.88	31.74%
3710 - Residential Sales	1,215,082.00	1,215,082.00	115,163.66	1,007,926.55	-207,155.45	82.95%
3712 - Commercial Sales	1,318,746.00	1,318,746.00	119,576.92	899,380.12	-419,365.88	68.20%
3715 - Industrial Sales	1,062,897.00	1,062,897.00	89,296.41	813,338.08	-249,558.92	76.52%
3810 - Investment Income	88,388.00	88,388.00	6,043.86	59,099.62	-29,288.38	66.86%
3890 - Miscellaneous Income	103,054.00	103,054.00	9,296.57	72,802.79	-30,251.21	70.65%
3910 - Other Financing Sources	5,950,000.00	5,950,000.00	0.00	3,803,238.36	-2,146,761.64	63.92%
Department: 00 - 00 Total:	**9,748,167.00**	**9,748,167.00**	**534,664.47**	**6,852,864.82**	**-2,895,302.18**	**70.30%**
Revenue Total:	**9,748,167.00**	**9,748,167.00**	**534,664.47**	**6,852,864.82**	**-2,895,302.18**	**70.30%**
Expense						
Department: 00 - 00						
4000 - Personnel	1,025,088.00	1,025,088.00	81,046.67	726,487.77	298,600.23	70.87%
5000 - Contractual Services	857,283.00	857,283.00	95,217.15	529,695.40	327,587.60	61.79%
6000 - Commodities	303,000.00	303,000.00	38,593.93	347,899.76	-44,899.76	114.82%
7000 - Debt Service	475,569.00	475,569.00	0.00	251,228.28	224,340.72	52.83%
8000 - Capital Outlay	6,601,196.00	6,601,196.00	213,496.39	3,307,071.55	3,294,124.45	50.10%
9000 - Other Expenditures	1,083,031.48	1,083,031.48	48,575.28	946,697.68	136,333.80	87.41%
Department: 00 - 00 Total:	**10,345,167.48**	**10,345,167.48**	**476,929.42**	**6,109,080.44**	**4,236,087.04**	**59.05%**
Expense Total:	**10,345,167.48**	**10,345,167.48**	**476,929.42**	**6,109,080.44**	**4,236,087.04**	**59.05%**
Fund: 51 - Water Surplus (Deficit):	**-597,000.48**	**-597,000.48**	**57,735.05**	**743,784.38**	**1,340,784.86**	**-124.59%**
Fund: 52 - Water Reclamation						
Revenue						
Department: 50 - 50						
3470 - Grants	1,052,000.00	1,052,000.00	398,905.84	493,317.84	-558,682.16	46.89%
3530 - Penalties	15,000.00	15,000.00	4,736.11	6,323.10	-8,676.90	42.15%
3710 - Residential Sales	1,311,571.00	1,311,571.00	116,411.12	1,041,987.77	-269,583.23	79.45%
3712 - Commercial Sales	1,468,685.00	1,468,685.00	124,398.97	781,900.60	-686,784.40	53.24%
3715 - Industrial Sales	1,373,885.00	1,373,885.00	121,470.32	1,100,654.54	-273,230.46	80.11%
3810 - Investment Income	165,000.00	165,000.00	6,672.50	100,502.48	-64,497.52	60.91%
3890 - Miscellaneous Income	112,000.00	112,000.00	17,103.25	172,256.22	60,256.22	153.80%
3910 - Other Financing Sources	7,886,000.00	7,886,000.00	540,290.48	6,190,856.75	-1,695,143.25	78.50%
Department: 50 - 50 Total:	**13,384,141.00**	**13,384,141.00**	**1,329,988.59**	**9,887,799.30**	**-3,496,341.70**	**73.88%**
Revenue Total:	**13,384,141.00**	**13,384,141.00**	**1,329,988.59**	**9,887,799.30**	**-3,496,341.70**	**73.88%**
Expense						
Department: 50 - 50						
4000 - Personnel	1,045,298.00	1,045,298.00	90,417.16	810,518.72	234,779.28	77.54%
5000 - Contractual Services	1,200,074.25	1,200,074.25	55,528.26	638,023.16	562,051.09	53.17%
6000 - Commodities	336,322.50	336,322.50	45,662.71	352,316.31	-15,993.81	104.76%
7000 - Debt Service	316,656.00	316,656.00	0.00	182,818.25	133,837.75	57.73%
8000 - Capital Outlay	10,005,182.00	10,005,182.00	227,418.60	6,901,188.01	3,103,993.99	68.98%
9000 - Other Expenditures	769,216.90	769,216.90	50,749.95	627,060.40	142,156.50	81.52%
Department: 50 - 50 Total:	**13,672,749.65**	**13,672,749.65**	**469,776.68**	**9,511,924.85**	**4,160,824.80**	**69.57%**
Expense Total:	**13,672,749.65**	**13,672,749.65**	**469,776.68**	**9,511,924.85**	**4,160,824.80**	**69.57%**
Fund: 52 - Water Reclamation Surplus (Deficit):	**-288,608.65**	**-288,608.65**	**860,211.91**	**375,874.45**	**664,483.10**	**-130.24%**
Fund: 53 - Solid Waste						
Revenue						
Department: 00 - 00						
3630 - Sanitation Collections	438,325.00	438,325.00	10.00	274,133.70	-164,191.30	62.54%
3810 - Investment Income	120,000.00	120,000.00	17,008.40	155,113.71	35,113.71	129.26%
3850 - Solid Waste Fees	669,750.00	669,750.00	0.00	658,136.78	-11,613.22	98.27%

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 00 - 00 Total:	**1,228,075.00**	**1,228,075.00**	**17,018.40**	**1,087,384.19**	**-140,690.81**	**88.54%**
Revenue Total:	**1,228,075.00**	**1,228,075.00**	**17,018.40**	**1,087,384.19**	**-140,690.81**	**88.54%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	559,875.00	559,875.00	42,511.77	391,219.08	168,655.92	69.88%
8000 - Capital Outlay	420,000.00	420,000.00	348,492.00	373,967.49	46,032.51	89.04%
9000 - Other Expenditures	881,381.00	881,381.00	57,591.88	528,589.02	352,791.98	59.97%
Department: 00 - 00 Total:	**1,861,256.00**	**1,861,256.00**	**448,595.65**	**1,293,775.59**	**567,480.41**	**69.51%**
Expense Total:	**1,861,256.00**	**1,861,256.00**	**448,595.65**	**1,293,775.59**	**567,480.41**	**69.51%**
Fund: 53 - Solid Waste Surplus (Deficit):	**-633,181.00**	**-633,181.00**	**-431,577.25**	**-206,391.40**	**426,789.60**	**32.60%**
Fund: 54 - Electric						
Revenue						
Department: 90 - Administration						
3530 - Penalties	100,000.00	100,000.00	10,728.86	20,155.96	-79,844.04	20.16%
3710 - Residential Sales	5,580,000.00	5,580,000.00	597,306.26	5,015,362.61	-564,637.39	89.88%
3712 - Commercial Sales	5,400,000.00	5,400,000.00	459,849.61	4,300,737.57	-1,099,262.43	79.64%
3715 - Industrial Sales	32,735,000.00	32,735,000.00	2,417,149.15	21,077,566.10	-11,657,433.90	64.39%
3718 - Street Lights	2,450.00	2,450.00	112.39	1,097.71	-1,352.29	44.80%
3792 - Other Service Charges	40,000.00	40,000.00	4,580.00	38,453.84	-1,546.16	96.13%
3810 - Investment Income	1,000,000.00	1,000,000.00	62,831.67	654,820.61	-345,179.39	65.48%
3890 - Miscellaneous Income	357,000.00	357,000.00	43,476.13	582,490.07	225,490.07	163.16%
3990 - Interfund Transfers	758,641.00	758,641.00	34,679.16	654,603.70	-104,037.30	86.29%
Department: 90 - Administration Total:	**45,973,091.00**	**45,973,091.00**	**3,630,713.23**	**32,345,288.17**	**-13,627,802.83**	**70.36%**
Revenue Total:	**45,973,091.00**	**45,973,091.00**	**3,630,713.23**	**32,345,288.17**	**-13,627,802.83**	**70.36%**
Expense						
Department: 10 - Generation						
4000 - Personnel	580,036.00	580,036.00	38,022.93	331,946.14	248,089.86	57.23%
5000 - Contractual Services	549,640.00	549,640.00	14,566.31	164,012.04	385,627.96	29.84%
6000 - Commodities	786,000.00	786,000.00	11,704.13	482,827.80	303,172.20	61.43%
8000 - Capital Outlay	0.00	0.00	0.00	1,300.00	-1,300.00	0.00%
Department: 10 - Generation Total:	**1,915,676.00**	**1,915,676.00**	**64,293.37**	**980,085.98**	**935,590.02**	**51.16%**
Department: 60 - Distribution						
4000 - Personnel	1,663,138.00	1,663,138.00	112,774.35	1,129,252.64	533,885.36	67.90%
5000 - Contractual Services	1,455,742.00	1,455,742.00	61,360.82	1,375,070.99	80,671.01	94.46%
6000 - Commodities	1,096,332.00	1,096,332.00	77,386.03	710,258.47	386,073.53	64.78%
8000 - Capital Outlay	9,800,000.00	9,800,000.00	197,823.29	6,363,968.91	3,436,031.09	64.94%
9000 - Other Expenditures	25,000.00	25,000.00	1,018.17	5,625.60	19,374.40	22.50%
Department: 60 - Distribution Total:	**14,040,212.00**	**14,040,212.00**	**450,362.66**	**9,584,176.61**	**4,456,035.39**	**68.26%**
Department: 70 - Customer Service						
4000 - Personnel	349,300.00	349,300.00	26,343.95	230,320.03	118,979.97	65.94%
5000 - Contractual Services	385,500.00	385,500.00	26,963.40	216,860.92	168,639.08	56.25%
6000 - Commodities	11,500.00	11,500.00	384.84	4,310.82	7,189.18	37.49%
8000 - Capital Outlay	25,000.00	25,000.00	0.00	3,146.46	21,853.54	12.59%
9000 - Other Expenditures	61,000.00	61,000.00	4,110.99	21,715.03	39,284.97	35.60%
Department: 70 - Customer Service Total:	**832,300.00**	**832,300.00**	**57,803.18**	**476,353.26**	**355,946.74**	**57.23%**
Department: 90 - Administration						
4000 - Personnel	1,200,969.00	1,200,969.00	94,060.56	847,764.54	353,204.46	70.59%
5000 - Contractual Services	28,023,286.00	28,023,286.00	2,292,796.79	17,503,383.00	10,519,903.00	62.46%
6000 - Commodities	120,000.00	120,000.00	1,070.00	82,260.40	37,739.60	68.55%
7000 - Debt Service	2,587,540.00	2,587,540.00	302,742.55	2,157,109.39	430,430.61	83.37%
9000 - Other Expenditures	5,317,292.00	5,317,292.00	350,233.88	4,118,862.04	1,198,429.96	77.46%
Department: 90 - Administration Total:	**37,249,087.00**	**37,249,087.00**	**3,040,903.78**	**24,709,379.37**	**12,539,707.63**	**66.34%**
Expense Total:	**54,037,275.00**	**54,037,275.00**	**3,613,362.99**	**35,749,995.22**	**18,287,279.78**	**66.16%**
Fund: 54 - Electric Surplus (Deficit):	**-8,064,184.00**	**-8,064,184.00**	**17,350.24**	**-3,404,707.05**	**4,659,476.95**	**42.22%**

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 55 - Tech Center/Advance Communications						
Revenue						
Department: 00 - 00						
3530 - Penalties	2,000.00	2,000.00	0.00	377.74	-1,622.26	18.89%
3810 - Investment Income	2,500.00	2,500.00	770.42	7,197.85	4,697.85	287.91%
3820 - Leases	817,500.00	817,500.00	64,037.99	570,675.28	-246,824.72	69.81%
3990 - Interfund Transfers	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00%
Department: 00 - 00 Total:	**972,000.00**	**972,000.00**	**64,808.41**	**578,250.87**	**-393,749.13**	**59.49%**
Department: 32 - Communications						
3530 - Penalties	1,000.00	1,000.00	59.74	348.85	-651.15	34.89%
3730 - Advanced Communication Services	338,000.00	338,000.00	28,764.33	200,554.82	-137,445.18	59.34%
3810 - Investment Income	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00%
Department: 32 - Communications Total:	**341,000.00**	**341,000.00**	**28,824.07**	**200,903.67**	**-140,096.33**	**58.92%**
Revenue Total:	**1,313,000.00**	**1,313,000.00**	**93,632.48**	**779,154.54**	**-533,845.46**	**59.34%**
Expense						
Department: 00 - 00						
5000 - Contractual Services	666,253.00	666,253.00	45,231.28	377,634.69	288,618.31	56.68%
6000 - Commodities	12,250.00	12,250.00	0.00	1,062.92	11,187.08	8.68%
7000 - Debt Service	367,000.00	367,000.00	-719.96	336,970.36	30,029.64	91.82%
8000 - Capital Outlay	450,500.00	450,500.00	0.00	5,625.00	444,875.00	1.25%
9000 - Other Expenditures	51,520.00	51,520.00	4,293.33	38,639.97	12,880.03	75.00%
Department: 00 - 00 Total:	**1,547,523.00**	**1,547,523.00**	**48,804.65**	**759,932.94**	**787,590.06**	**49.11%**
Department: 32 - Communications						
4000 - Personnel	22,030.00	22,030.00	0.00	951.51	21,078.49	4.32%
5000 - Contractual Services	196,100.00	196,100.00	13,656.40	123,401.91	72,698.09	62.93%
6000 - Commodities	17,000.00	17,000.00	143.08	2,459.86	14,540.14	14.47%
8000 - Capital Outlay	35,000.00	35,000.00	50.00	10,493.85	24,506.15	29.98%
Department: 32 - Communications Total:	**270,130.00**	**270,130.00**	**13,849.48**	**137,307.13**	**132,822.87**	**50.83%**
Expense Total:	**1,817,653.00**	**1,817,653.00**	**62,654.13**	**897,240.07**	**920,412.93**	**49.36%**
Fund: 55 - Tech Center/Advance Communications Surplus (Deficit):	**-504,653.00**	**-504,653.00**	**30,978.35**	**-118,085.53**	**386,567.47**	**23.40%**
Fund: 56 - Network Administration						
Revenue						
Department: 40 - 40						
3810 - Investment Income	5,000.00	5,000.00	551.55	5,903.19	903.19	118.06%
3890 - Miscellaneous Income	0.00	0.00	0.00	120.00	120.00	0.00%
3990 - Interfund Transfers	1,378,902.00	1,378,902.00	114,908.49	1,034,176.41	-344,725.59	75.00%
Department: 40 - 40 Total:	**1,383,902.00**	**1,383,902.00**	**115,460.04**	**1,040,199.60**	**-343,702.40**	**75.16%**
Revenue Total:	**1,383,902.00**	**1,383,902.00**	**115,460.04**	**1,040,199.60**	**-343,702.40**	**75.16%**
Expense						
Department: 40 - 40						
4000 - Personnel	545,150.00	545,150.00	46,410.03	422,936.06	122,213.94	77.58%
5000 - Contractual Services	571,750.00	571,750.00	24,996.18	417,138.82	154,611.18	72.96%
6000 - Commodities	121,000.00	121,000.00	1,996.07	82,390.42	38,609.58	68.09%
8000 - Capital Outlay	146,000.00	146,000.00	826.90	127,019.13	18,980.87	87.00%
Department: 40 - 40 Total:	**1,383,900.00**	**1,383,900.00**	**74,229.18**	**1,049,484.43**	**334,415.57**	**75.84%**
Expense Total:	**1,383,900.00**	**1,383,900.00**	**74,229.18**	**1,049,484.43**	**334,415.57**	**75.84%**
Fund: 56 - Network Administration Surplus (Deficit):	**2.00**	**2.00**	**41,230.86**	**-9,284.83**	**-9,286.83**	**-464,241.50%**
Fund: 57 - Airport						
Revenue						
Department: 00 - 00						
3110 - Property	56,744.00	56,744.00	17,958.44	54,193.26	-2,550.74	95.50%
3440 - Sales	1,500.00	1,500.00	144.93	701.63	-798.37	46.78%
3470 - Grants	985,000.00	985,000.00	0.00	13,828.72	-971,171.28	1.40%
3770 - Aviation Fuel	247,500.00	247,500.00	31,787.10	191,478.47	-56,021.53	77.37%

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
3810 - Investment Income	200.00	200.00	83.21	496.89	296.89	248.45%
3820 - Leases	204,548.00	204,548.00	12,345.34	170,060.06	-34,487.94	83.14%
3890 - Miscellaneous Income	0.00	0.00	0.00	502.00	502.00	0.00%
3990 - Interfund Transfers	50,000.00	50,000.00	4,166.67	37,500.03	-12,499.97	75.00%
Department: 00 - 00 Total:	**1,545,492.00**	**1,545,492.00**	**66,485.69**	**468,761.06**	**-1,076,730.94**	**30.33%**
Revenue Total:	**1,545,492.00**	**1,545,492.00**	**66,485.69**	**468,761.06**	**-1,076,730.94**	**30.33%**
Expense						
Department: 00 - 00						
4000 - Personnel	176,722.01	176,722.01	14,534.70	134,018.34	42,703.67	75.84%
5000 - Contractual Services	66,300.00	66,300.00	5,363.89	96,253.92	-29,953.92	145.18%
6000 - Commodities	245,900.00	245,900.00	25,204.11	163,527.30	82,372.70	66.50%
7000 - Debt Service	56,744.00	56,744.00	0.00	7,568.76	49,175.24	13.34%
8000 - Capital Outlay	1,083,500.00	1,083,500.00	0.00	13,060.32	1,070,439.68	1.21%
9000 - Other Expenditures	2,000.00	2,000.00	373.05	4,576.33	-2,576.33	228.82%
Department: 00 - 00 Total:	**1,631,166.01**	**1,631,166.01**	**45,475.75**	**419,004.97**	**1,212,161.04**	**25.69%**
Expense Total:	**1,631,166.01**	**1,631,166.01**	**45,475.75**	**419,004.97**	**1,212,161.04**	**25.69%**
Fund: 57 - Airport Surplus (Deficit):	**-85,674.01**	**-85,674.01**	**21,009.94**	**49,756.09**	**135,430.10**	**-58.08%**
Fund: 58 - Railroad						
Revenue						
Department: 00 - 00						
3470 - Grants	6,040,000.00	6,040,000.00	0.00	58,762.72	-5,981,237.28	0.97%
3700 - Rail Car Fees	1,095,000.00	1,095,000.00	111,042.50	954,861.05	-140,138.95	87.20%
3810 - Investment Income	10,000.00	10,000.00	1,249.05	9,539.89	-460.11	95.40%
3890 - Miscellaneous Income	30,000.00	30,000.00	0.00	25,705.00	-4,295.00	85.68%
Department: 00 - 00 Total:	**7,175,000.00**	**7,175,000.00**	**112,291.55**	**1,048,868.66**	**-6,126,131.34**	**14.62%**
Revenue Total:	**7,175,000.00**	**7,175,000.00**	**112,291.55**	**1,048,868.66**	**-6,126,131.34**	**14.62%**
Expense						
Department: 00 - 00						
4000 - Personnel	96,573.00	96,573.00	3,358.05	46,347.05	50,225.95	47.99%
5000 - Contractual Services	597,353.00	597,353.00	6,419.64	236,683.82	360,669.18	39.62%
8000 - Capital Outlay	6,600,000.00	6,600,000.00	7,046.96	110,091.61	6,489,908.39	1.67%
9000 - Other Expenditures	363,000.00	363,000.00	10,416.67	319,062.53	43,937.47	87.90%
Department: 00 - 00 Total:	**7,656,926.00**	**7,656,926.00**	**27,241.32**	**712,185.01**	**6,944,740.99**	**9.30%**
Expense Total:	**7,656,926.00**	**7,656,926.00**	**27,241.32**	**712,185.01**	**6,944,740.99**	**9.30%**
Fund: 58 - Railroad Surplus (Deficit):	**-481,926.00**	**-481,926.00**	**85,050.23**	**336,683.65**	**818,609.65**	**-69.86%**
Fund: 59 - Golf Course						
Revenue						
Department: 00 - 00						
3640 - Golf Fees	150,000.00	150,000.00	26,243.30	158,249.80	8,249.80	105.50%
3641 - Season Pass	50,000.00	50,000.00	300.00	69,730.00	19,730.00	139.46%
3643 - Cart Rentals	65,000.00	65,000.00	10,519.64	65,950.45	950.45	101.46%
3810 - Investment Income	800.00	800.00	976.31	6,500.91	5,700.91	812.61%
3890 - Miscellaneous Income	22,500.00	22,500.00	20,540.25	42,682.26	20,182.26	189.70%
3930 - Intergovenrmental Agreement	110,000.00	110,000.00	5,000.00	45,000.00	-65,000.00	40.91%
3990 - Interfund Transfers	110,000.00	110,000.00	5,000.00	45,000.00	-65,000.00	40.91%
Department: 00 - 00 Total:	**508,300.00**	**508,300.00**	**68,579.50**	**433,113.42**	**-75,186.58**	**85.21%**
Revenue Total:	**508,300.00**	**508,300.00**	**68,579.50**	**433,113.42**	**-75,186.58**	**85.21%**
Expense						
Department: 00 - 00						
4000 - Personnel	138,008.56	138,008.56	11,203.43	101,487.01	36,521.55	73.54%
8000 - Capital Outlay	140,000.00	140,000.00	23,953.18	54,835.77	85,164.23	39.17%
Department: 00 - 00 Total:	**278,008.56**	**278,008.56**	**35,156.61**	**156,322.78**	**121,685.78**	**56.23%**
Department: 20 - Grounds						
4000 - Personnel	50,000.00	50,000.00	3,400.00	31,174.00	18,826.00	62.35%

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
5000 - Contractual Services	27,250.00	27,250.00	4,753.54	29,334.81	-2,084.81	107.65%
6000 - Commodities	36,000.00	36,000.00	1,196.25	33,342.69	2,657.31	92.62%
Department: 20 - Grounds Total:	**113,250.00**	**113,250.00**	**9,349.79**	**93,851.50**	**19,398.50**	**82.87%**
Department: 31 - Pro Shop						
4000 - Personnel	50,000.00	50,000.00	10,144.00	64,111.50	-14,111.50	128.22%
5000 - Contractual Services	45,750.00	45,750.00	9,135.91	44,642.86	1,107.14	97.58%
6000 - Commodities	12,750.00	12,750.00	1,266.89	22,278.29	-9,528.29	174.73%
9000 - Other Expenditures	8,000.00	8,000.00	1,898.45	12,518.51	-4,518.51	156.48%
Department: 31 - Pro Shop Total:	**116,500.00**	**116,500.00**	**22,445.25**	**143,551.16**	**-27,051.16**	**123.22%**
Expense Total:	**507,758.56**	**507,758.56**	**66,951.65**	**393,725.44**	**114,033.12**	**77.54%**
Fund: 59 - Golf Course Surplus (Deficit):	**541.44**	**541.44**	**1,627.85**	**39,387.98**	**38,846.54**	**7,274.67%**
Fund: 64 - Administrative Services						
Revenue						
Department: 00 - 00						
3810 - Investment Income	2,000.00	2,000.00	228.03	2,130.98	130.98	106.55%
3890 - Miscellaneous Income	2,000.00	2,000.00	127.28	1,542.62	-457.38	77.13%
3990 - Interfund Transfers	1,728,328.98	1,728,328.98	144,027.42	1,296,246.78	-432,082.20	75.00%
Department: 00 - 00 Total:	**1,732,328.98**	**1,732,328.98**	**144,382.73**	**1,299,920.38**	**-432,408.60**	**75.04%**
Revenue Total:	**1,732,328.98**	**1,732,328.98**	**144,382.73**	**1,299,920.38**	**-432,408.60**	**75.04%**
Expense						
Department: 00 - 00						
4000 - Personnel	1,461,768.26	1,461,768.26	107,357.96	999,947.15	461,821.11	68.41%
5000 - Contractual Services	101,060.00	101,060.00	12,448.56	84,461.61	16,598.39	83.58%
6000 - Commodities	93,400.00	93,400.00	496.62	32,220.50	61,179.50	34.50%
8000 - Capital Outlay	14,000.00	14,000.00	0.00	9,349.53	4,650.47	66.78%
9000 - Other Expenditures	62,100.00	62,100.00	3,087.72	38,982.12	23,117.88	62.77%
Department: 00 - 00 Total:	**1,732,328.26**	**1,732,328.26**	**123,390.86**	**1,164,960.91**	**567,367.35**	**67.25%**
Expense Total:	**1,732,328.26**	**1,732,328.26**	**123,390.86**	**1,164,960.91**	**567,367.35**	**67.25%**
Fund: 64 - Administrative Services Surplus (Deficit):	**0.72**	**0.72**	**20,991.87**	**134,959.47**	**134,958.75**	**44,370.83%**
Report Surplus (Deficit):	**-16,341,884.83**	**-16,341,884.83**	**2,139,511.64**	**857,031.52**	**17,198,916.35**	**-5.24%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - General	-508,406.42	-508,406.42	187,156.40	495,915.25	1,004,321.67
11 - Audit	-305.00	-305.00	9,805.91	-1,722.19	-1,417.19
12 - Insurance	-20,900.00	-20,900.00	88,814.37	74,392.36	95,292.36
13 - Illinois Municipal Fund	-31,555.00	-31,555.00	19,171.59	117.31	31,672.31
14 - Social Security	25,025.00	25,025.00	69,368.73	67,945.39	42,920.39
15 - Ambulance	-474,461.25	-474,461.25	-5,538.96	117,153.00	591,614.25
16 - Eastern Gateway TIF	-175,000.00	-175,000.00	110.37	12,760.90	187,760.90
17 - Motor Fuel Tax	-318,155.18	-318,155.18	47,524.30	384,482.18	702,637.36
18 - Utility Tax	-390,000.00	-390,000.00	-207,358.13	-7,698.59	382,301.41
19 - Hotel-Motel Tax	-358,847.00	-358,847.00	25,455.04	-65,721.97	293,125.03
20 - Sales Tax	-947,000.00	-947,000.00	135,053.54	354,657.43	1,301,657.43
21 - Lighthouse Pointe TIF	-405,203.00	-405,203.00	294,727.16	572,745.85	977,948.85
22 - Foreign Fire Insurance	-31,500.00	-31,500.00	-5,677.75	-24,554.48	6,945.52
23 - Downtown & Southern Gatev	-2,017,270.00	-2,017,270.00	604,065.10	984,453.85	3,001,723.85
24 - Overweight Truck Permit	-45,900.00	-45,900.00	4,037.90	29,452.04	75,352.04
25 - Northern Gateway TIF	-19,964.00	-19,964.00	55,998.92	139,957.58	159,921.58
36 - Capital Improvement	149,500.00	149,500.00	118,808.36	-205,666.54	-355,166.54
37 - Stormwater	-117,260.00	-117,260.00	-6,620.26	-13,615.06	103,644.94
51 - Water	-597,000.48	-597,000.48	57,735.05	743,784.38	1,340,784.86
52 - Water Reclamation	-288,608.65	-288,608.65	860,211.91	375,874.45	664,483.10
53 - Solid Waste	-633,181.00	-633,181.00	-431,577.25	-206,391.40	426,789.60
54 - Electric	-8,064,184.00	-8,064,184.00	17,350.24	-3,404,707.05	4,659,476.95
55 - Tech Center/Advance Commu	-504,653.00	-504,653.00	30,978.35	-118,085.53	386,567.47
56 - Network Administration	2.00	2.00	41,230.86	-9,284.83	-9,286.83
57 - Airport	-85,674.01	-85,674.01	21,009.94	49,756.09	135,430.10
58 - Railroad	-481,926.00	-481,926.00	85,050.23	336,683.65	818,609.65
59 - Golf Course	541.44	541.44	1,627.85	39,387.98	38,846.54
64 - Administrative Services	0.72	0.72	20,991.87	134,959.47	134,958.75
Report Surplus (Deficit):	**-16,341,884.83**	**-16,341,884.83**	**2,139,511.64**	**857,031.52**	**17,198,916.35**

Special Event Council Request

Event Type: Check all that apply

- [x] Community Event
- [ ] Fireworks
- [x] Parade
- [ ] Festival
- [ ] Fundraiser
- [ ] Other: .....

Event Name:

Light Up Lincoln Parade

Event Date & Time

December 5th, 2025 at 5.30pm

Location/Route:

Lincoln Highway

Contact Name & Organization:

Rochelle Chamber of Commerce

Contact Phone:

815-562-4189

Contact E-Mail:

rochellechamber@gmail.com

Alcoholic Beverages

To serve alcoholic beverages at an event, a one-day license must be obtained from the City of Rochelle AND the State of Illinois.

Special Event Liquor Checklist

Will alcoholic beverages be served or sold at the event? *

- ○ Served/Sold
- ◉ Neither

Name of business/organization providing alcohol:

How will area where alcohol is served be contained and what security and ID measures will be taken?

If serving alcohol off premises of an establishment, complete required special event application for liquor sales and submit fee separately.

Add file

Water & Electricity

Electricity is available for Downtown Events at the Gazebo or Page Park. Please indicate if you intend to use:

- ○ Page Park
- ○ Gazebo
- ◉ Electricity not required/Utilizing different location

A water connection is available at the Downtown Gazebo. Would you like water available for the event?

- ○ Yes
- ◉ No

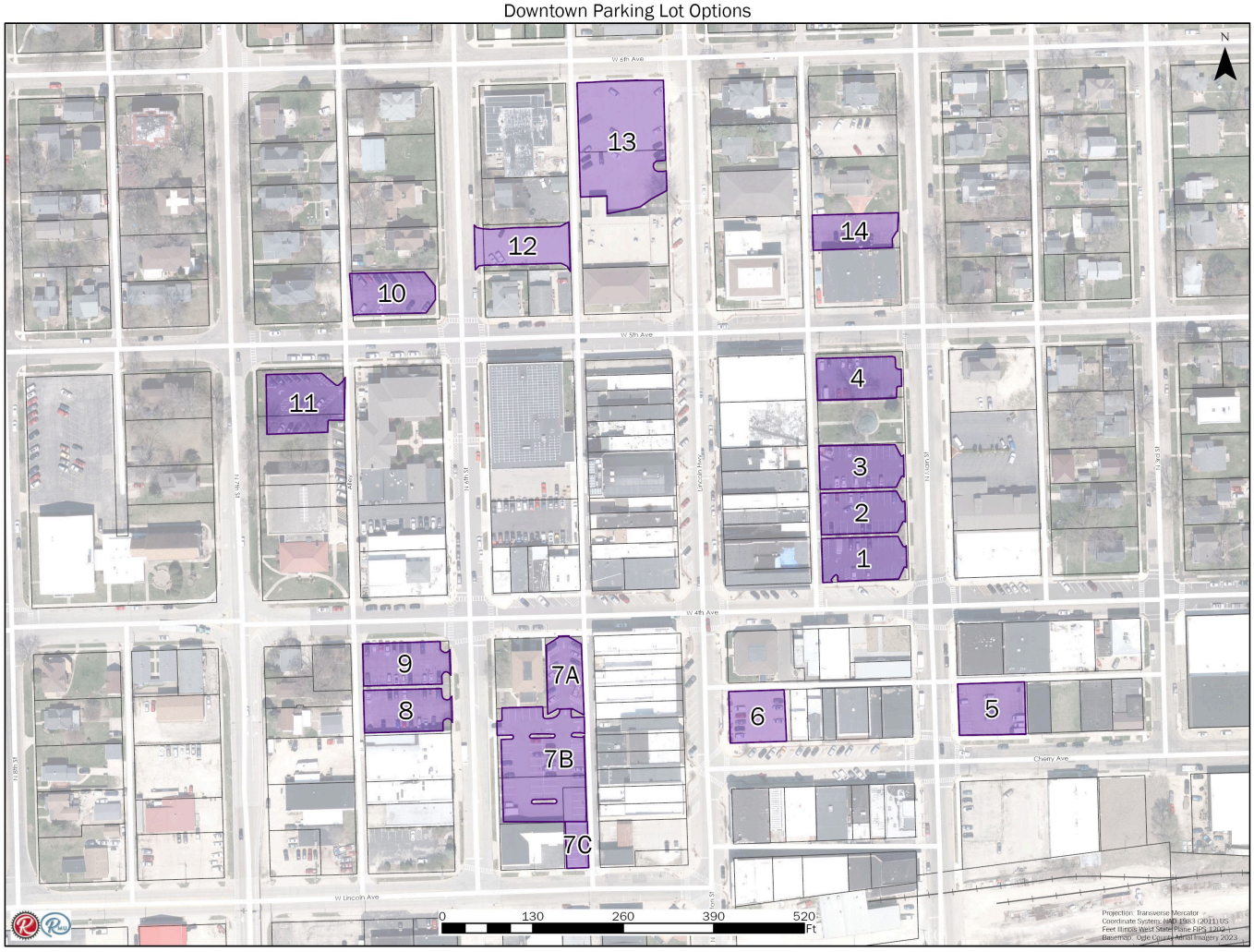
Street & Parking Lot Closures

Are parking lot closures requested?

- ○ Yes
- ◉ No

Available Parking Lots:

Downtown Parking Lot Options



If so, which parking lots?

- [ ] Spirited Square - Lot 1
- [ ] Spirited Square - Lot 2
- [ ] Spirited Square - Lot 3
- [ ] Spirited Square - Lot 4
- [ ] Downtown Lot - Cherry & Main Street - Lot 5
- [ ] Downtown Lot - Lincoln Highway & Cherry Avenue (RMU) - Lot 6
- [ ] Downtown Lot - 4th Avenue & North Sixth Street - 7A
- [ ] Downtown Lot - 4th Avenue & North Sixth Street - 7B
- [ ] Downtown Lot - 4th Avenue & North Sixth Street - 7C
- [ ] Downtown Lot - 300 Block of North 6th Street - Lot 8
- [ ] Downtown Lot - 300 Block of North 6th Street - Lot 9
- [ ] Downtown Lot - 5th Avenue & 6th Street - Lot 10

Is a street closure requested?

- (●) Yes
- ( ) No

What intersections and/or streets are requested to be closed?

8th Ave, Lincoln Hwy, 6th St.

Please upload a site drawing. Include barricade and street closure locations. *

XmasWalk2025 -...

Add file

Event Coordinators must agree to the following:

Please agree to the following: *

- [x] Agree to display Human Trafficking Victim Information Sheet as required by State law

- [x] Event coordinators are responsible for cleanup and trash disposal after events. I agree that a cleaning fee of $500 may be assessed if extensive cleanup is required.

Insurance

REQUIRED Please upload Certificate of Insurance. *

Events on City property (including streets, parking lots, etc.) require a Certificate of Insurance for approval.

The Certificate of Insurnace must include:
-City of Rochelle listed as an additional insured
-Name of Event
-Date & Time of Event
-Location of Event
-$1,000,000.00 in general liability, and if alcoholic liquor will be served/sold, liquor liability in the amount of $1,000,000.00.

COI - Rochalle Ch...

Add file

Additional Requests:

Special events held in the Downtown Parking lots may request the use of the following:

Trash Cans & Can Liners (Up to 10 may be requested): Dropdown

Choose

Parking Cones: Dropdown

Choose

Caution Tape Roll: Dropdown

Choose

Folding picnic tables (up to 10): Dropdown

Choose

For Carnivals Only: Upload a Certificate of insurance showing proof of worker's comp and one with general liability

Add file

This content is neither created nor endorsed by Google.

Google Forms

File Attachments for Item:

2. An Ordinance Accepting the Proposal from Tri-City Electric Co. for the Construction of Centerpoint Substation

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: An Ordinance Accepting the Proposal from Tri-City Electric Co. for construction of the Centerpoint Substation

Staff Contact: Blake Toliver, Superintendent of Electric Operations

Summary:

The City received competitive bids for the construction of the Centerpoint Substation Project on October 8, 2025, at 2:00 p.m.

A total of three (3) bids were received on time. A summary of the bids is shown below:

Contractor	Bid Price
Tri-City Electric Co.	$6,975,780.00
JF Electric	$8,061,730.00
L.E. Myers	$8,500,317.00

After review, the bid from Tri-City Electric Co. was determined to be the apparent low bid for Specification 2201K003. The bid submission did not include any noteworthy clarifications, exceptions, or price escalators.

Tri-City Electric Co. has provided a solid list of reference projects of similar scope and complexity. The company appears to be in good standing and employs certified and well-trained craftsmen. The bids received are consistent with current market pricing for both materials and installation.

It is recommended that the City award the installation contract to Tri-City Electric Co. in the amount of $6,975,780.00 as the lowest responsible bidder. Additionally, staff recommends including a 10% contingency to cover any unforeseen site conditions that may arise during construction.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
Electric Funds	$9,800,000	$7,673,358

Strategic Plan Goal Application:

Infrastructure Effectiveness & Improvement

Recommendation:

To approve An Ordinance Accepting the Proposal from Tri-City Electric Co for construction of the Centerpoint Substation

9735 Landmark Parkway Drive
Suite 110A
St. Louis, MO 63127

Mr. Blake Toliver

October 16, 2025

City of Rochelle, IL

Ref: 2201 – Centerpoint Substation

Dear Mr. Toliver,

The city received competitive bids for constructing the Centerpoint Substation project on October 8, 2025 at 2 p.m. A total of three (3) bids were collected and received on time. A summary of bids is shown below:

Contractor	Bid Price
JF Electric	$8,061,730.00
Tri-City Electric Co.	$6,975,780.00
LE Myers	$8,500,317.00

The bid from Tri-City Electric Co. was the apparent low bid for Specification 2201K003 which did not include any noteworthy clarifications, exceptions, or price escalators. Tri-City Electric Co. does have a good list of reference completed projects. Additionally, the company appears to be in good standing and employs certified and trained craftsmen.

The bids do reflect current market pricing with material and installation pricing. Therefore, BHMG recommends awarding the contract to Tri-City Electric Co. for the Installation Contract, with it being the low bid.

With the city's approval, release, and financial approval, BHMG will assist with issuing contract documents. Should you have any questions concerning the bids or the project, please do not hesitate to contact us.

Sincerely,

Chris Couch
Project Manager

bhmg.com
636.296.8600

Enclosures: Bid Tab, bids

BHMG

2201 Rochelle - Centerpoint Substation Installation Contract

BIDDERS / PROPOSALS	JF Electric	LE Myers	Tri-City Electric	HEI Utility Contractors
BID SECURITY	5%	5%	5%	
Furnish the Goods & Special Services for the Equipment Purchase	$8,061,730.00	$8,500,317.00	$6,975,780.00	
PROJECT COMPLETION TIME - PROPOSAL 1	9/4/26	See Schedule	9/4/26	
	✓ Registered Bidder	✓ Registered Bidder	✓ Registered Bidder	✓ Registered Bidder
	✓ Non-Collusion Affidavit	✓ Non-Collusion Affidavit	✓ Non-Collusion Affidavit	Non-Collusion Affidavit
	✓ Bid Bond	✓ Bid Bond	✓ Bid Bond	Bid Bond
	✓ Bid Form	✓ Bid Form	✓ Bid Form	Bid Form
	Any other documents as required by the specification	Any other documents as required by the specificaton	Any other documents as required by the specificaton	Any other documents as required by the specificaton

BHMG ENGINEERS, INC.
Consulting Engineers
9735 Landmark Parkway Dr., Suite 110A
St. Louis, MO 63127

Rochelle
Centerpoint Substation
Installation Contract
Bids Received 10/08/25, 2:00 p.m.

Bid Opening Witnesses:

City:

BHMG: Amy L Wooldridge

BHMG

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION

INSTALLATION CONTRACT

2201 K003

August 29, 2025

RMU Rochelle MUNICIPAL UTILITIES

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION
INSTALLATION CONTRACT

2201 K003

Construction Bids Due:
October 2, 2025
2:00 p.m.
Location: Rochelle City Hall

Pre-Bid Conference:
September 11, 2025
11:00 a.m.

Location:
Virtual Teams Meeting

Direct inquiries for clarification to:
Chris Couch
BHMG Engineers, Inc.
Phone: 636-237-7823
E-Mail: ccouch@bhmg.com

BHMG ENGINEERS, INC.
Consulting Engineers
9735 Landmark Parkway Drive, Suite 110
St. Louis, MO 63127

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16530 Exterior Lighting
16990 Electrical Testing

CONSTRUCTION DRAWINGS & BILL OF MATERIALS

Substation Design Package
Line Design Package

Seals and Signatures

<table>
<tr>
<td>
</td>
<td>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois.

Jacek (Jack) Sykut

Jacek Sykut 08/28/25
Signature Date

Discipline: Electrical Engineer, Illinois License # 062-065275
License Expires: 11/30/2025</td>
</tr>
<tr>
<td>
</td>
<td>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois.

Jacob Beerman

08/29/25
Signature Date

Discipline: Civil Engineer, Illinois License # 062.070821
License Expires: 11/30/2025</td>
</tr>
</table>

INVITATION FOR BIDS

Rochelle Municipal Utilities, Ogle County, Illinois will receive sealed bids for:

Centerpoint Substation
Installation Contract

until 2:00 p.m. local time on October 2, 2025, at the City of Rochelle, 420 N. 6th Street, Rochelle, IL 61068.

A pre-bid conference will be held via a virtual meeting at 11:00 a.m. on September 11, 2025. Attendance is strongly encouraged. A Microsoft Teams invite will be sent to registered bidders.

The plans and specifications are on file with the City of Rochelle for viewing purposes only.

Copies of the documents may be acquired from BHMG Engineers, Inc., 9735 Landmark Parkway Suite 110A, St. Louis, Missouri 63127, Consulting Engineers for the said Board. Please email Amy Wooldridge, AWooldridge@bhmg.com with request.

Bids shall be received for the aforementioned items.

A certified check or bank draft on a responsible, solvent bank, or a satisfactory bid bond executed by the bidder and an acceptable surety company, payable to the City of Rochelle, John Bearrows, Mayor or Government Bonds or cash in the amount of not less than five percent (5%) of bid, shall be submitted with each bid.

The bid shall be marked to identify bid package contents, reference specification 2201 K003.

The successful bidder will be required to:

- Register as a bidder for this project.
- Furnish **in duplicate** the following executed documents:
  - Non-Collusion Affidavit
  - Bid Form
  - Bid Bond, Certified Check or Money Order
  - And any other documents as required by the specifications.

No bid shall be withdrawn after the opening of bids without the consent of the Utility for a period of sixty (60) days after the scheduled time of closing bids.

The said City of Rochelle reserves the right to reject any or all bids and to waive any informalities in bidding, and to determine and accept the bid most advantageous to the Utility.

Date: August 29, 2025

City of Rochelle, Illinois
John Bearrows, Mayor

Instructions to Bidders

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the sum stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be requested by the Owner.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Specification identifies:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except

Underground Facilities) that Engineer has used in preparing the Bidding Documents.

4.02 *Subsurface and Physical Conditions*

A. The Specification identifies:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings, which are not part of the Contract Documents, but the other "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.03 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. It shall be the responsibility of the Contractor to request underground facility and utility locators.

4.04 *Hazardous Environmental Condition* *Not Used*

4.05 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the

scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.06 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.07 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.08 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addendum.

B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. *Not used*

E. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-bid conference will be held at 11:00 a.m. local time on September 11, 2025, via a virtual Teams meeting. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – *Not Used*

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 *Not Used*

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 *Not Used*

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 *Not Used*

13.07 *Not Used*

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each unit described in the Bidding Documents as provided for in the Bid Form. The price for each unit will be the amount added to *or* deleted from the base Bid if Owner selects an addition or reduction of the scope of work. In the comparison of Bids, unit pricing will be applied in the same order as listed in the Bid form.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Bidder to complete these items from the Specification and submit with the Bid:

A. Bid Form

B. Bid Security

C. Non-Collusion Affidavit

D. Qualifications

E. Addendum (if issued)

F. List of Proposed Subcontractors

G. List of Proposed Suppliers

15.02 Bids shall be submitted no later than 2:00 p.m. local time, September 23, 2025, at the address shown below.

A. The Bid and all documents shall be enclosed in a sealed envelope plainly marked with the following:

1. Project Title: Centerpoint Substation, Installation Contract

2. Name and address of Bidder

B. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED".

C. All Bids shall be delivered to:

Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068
2201 K003

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

ARTICLE 17 - OPENING OF BIDS

15.01 Bids will be opened at the time and place indicated in Article 15 and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

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

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within fifteen (15) days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Owner is exempt from Illinois State Sales and use taxes on materials and equipment to be incorporated in the Work by Exemption No. E99941376. Said taxes shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 - PREVAILING WAGES

23.01 The Contractor shall be in full compliance with the Prevailing Wages for this project and shall comply with the prevailing wage provisions of Illinois Division of Labor Standards, Wage and Hour Section, for Ogle County, Illinois.

END OF SECTION

Non-Collusion Affidavit

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

STATE OF ILLINOIS

COUNTY OF MADISON

Darran V. Ayres, being first duly sworn, deposes and says that he is Executive Vice President * (~~sole owner, partner, president, secretary, etc.~~) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: Darran V. Ayres

Title: Executive Vice President

Subscribed and sworn to before me this 6th day of October 2025

Seal of Notary:

Notary Public

Notary Public, State of Illinois
Official Seal
Denise Ann Frank
Commission # 1000623
My Commission Expires 11/27/2028

* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner, a partner, secretary", etc. should be struck out.

BID FORM

Table of Articles

Article	Article No.
Bid Recipient	1
Bidder's Acknowledgements	2
Bidder's Representations	3
Further Representations	4
Basis of Bid	5
Time of Completion	6
Attachments to this Bid	7
Defined Terms	8
Bid Submittal	9

This Bid is submitted by: J.F. Electric - Darran V. Ayres

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	9/24/2025
2	10/1/2025
3	10/6/2025

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which

ADDENDUM NO. 1

FOR

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

September 24, 2025

ADD-1

1. The switchgear is expected to be delivered at the end of November 2025. This is pending the OEM schedule.

2. Foundations poured by 3/1/26 is a critical date because Rochelle will be subject to storage fees by the switchgear vendor.

3. Topsoil can be stockpiled on site and used as fill in areas. Soil will not need to be removed from site.

4. Contractor will be fully responsible for the Perimeter Pre-Cast Fence (design and installation). See Section 03550 Precast Wall Systems and drawings in bid package for fence details and suggested manufacturers.

5. Clarification - Contractor to plan for one remobilization to pull the cables to the termination poles when they are delivered. The installation of the termination poles are not part of this contract.

6. Clarification – The switchgear will be completely built out. Power connections, and external connections to external equipment are contractor responsibility. (See preliminary outdoor cable schedule)

7. Per IFB drawing mark up 8-29-25, 4 culverts are required underneath entrance roadway.

UG Line / Feeder Exit Scope:

No impact on quantity/units – drawing callout clarifications only:

1. Sheet 3 of 17 on Feeder Exit Construction Drawings (2201-L-01-3):
    - Conduit and Cable Install Schedule Start and End point 8 to point 9 should read point 9 to point 10 on row 15 of table.
2. Sheet 7 of 17 on Feeder Exit Construction Drawings (2201-L01-7):
    - Span Note labeled "11-12" should read "10-12".
3. Sheet 4B of 17 on Feeder Exit Construction Drawings (2201-L-01-4B):
    - Span Note labeled "4-13" should read "4-14".

Impacts quantities/units:

4. Note – all revisions from IFB package assembly drawings are clouded, updated BOM also included. Summary:
    - Update to assembly UA.2 (spacers, bond wire, concrete blocks)
    - Update to assembly UA.4 (spacers, bond wire, concrete blocks)
    - Update to assembly UA.5 (spacers, bond wire, concrete blocks)
    - Updated BOM PDF
        - Includes spacer quantity correction (item L150)
        - Includes concrete block quantity addition (item K706)
        - Includes bond wire quantity correction (item D119)

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to awooldridge@ymail.com

Name _____

Company J.F. Electric, Inc.

ADDENDUM NO. 2

FOR

ROCHELLE MUNICIPAL UTILITIES

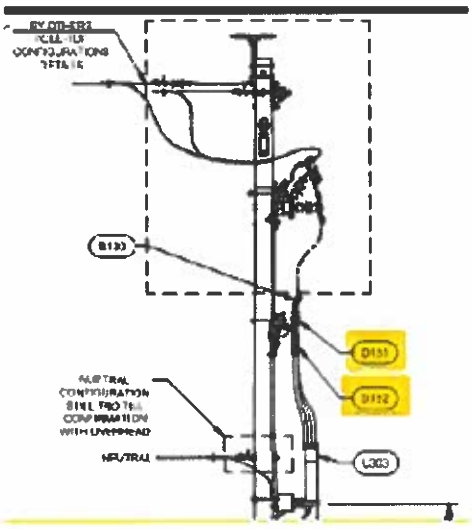
CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

October 1, 2025

ADD-2

1. Termination Poles outside of substation will be installed no earlier than July 2026. However, this is pending the steel vendor's production schedule.

2. Drawing #UC5-1R has been corrected per markup "Addendum #2_UG LineScope_9-29-25.pdf" of former parts D151 and D152 to U503 and S101.



3. Section 16120 – 2.1B spec updated below from 1000V to 600V.

3/C #4 AWG, 600V	160
4/C #8 AWG, 600V	410
4/C #10 AWG, 600V	1850
9/C #10 AWG, 600V	830

4. For Item D150, use Elastimold part number 15PCJ1M2380. This is noted in the BOM in the attached, "Addendum #2_UG LineScope_9-29-25.pdf".

5. BOMs underneath concrete and rock had number updated.

6. Cast in place anchor bolt cages are included with steel structures and will be delivered from steel manufacturer. Transformer and switchgear anchor bolts are to be provided by contractor. Anchor bolts are QTY 4 for transformer (10") and QTY 4 for switchgear (10").

7. The bid due date has changed to Wednesday, 10/8/25 at 2:00 pm.

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to awooldridge@ymail.com

Name _____

Company J.F. Electric, Inc.

ADDENDUM NO. 3

FOR

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

October 6, 2025

ADD-3

1. Offload of the transformer and switchgear is provided by others and is not the Contractor's responsibility.

2. We defer to the pre-cast contractor / manufacturer's recommendation for the pre-cast fence foundation style and size. This supersedes clarifications provided in the RFI clarifications document dated 10-01-25.

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to awooldridge@bhmg.com

Name _____

Company J.F. Electric, Inc.

may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding.

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Proposal No. 1 – All labor and materials for the installation of required equipment for the distribution substation all as detailed in the specifications and drawings.

5.02 The contractor shall be required to furnish all material and labor, use of tools, and use of their equipment as required for the construction of the project, as required to make a complete working system.

5.03 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Price: $7,911,730.00
Allowance: $150,000
Total Bid Price: $8,061,730.00

5.04 Allowances

A. General

1. Allowances as set forth in the specifications are to be used as compensation for items as set forth in this section.

B. Allowances

1. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicates the amount to be charged to the respective amount.

2. At substantial completion of the work, credit unused amounts remaining in the allowances to the owner by change order.

C. Allowance Disbursement

1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.

2. Once the Owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:

a. Allowance No. 1 – Include the stipulated sum of **$150,000.00** for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

6.01 Based on an award date in October 2025, the project shall meet the proposed schedule below:

- Mobilization: Weather Dependent (Contractor can mobilize as soon as they are able)
- Transformer Delivery Date: Currently in storage at Rochelle
- Switchgear Delivery Date: TBD. BHMG to coordinate with vendor on desired delivery date
- UG Cable: TBD
- Foundations Poured: 3/1/26
- Substantial Completion: 9/4/26

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. This Document, Completed Bid Form

B. Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.

C. Non-Collusion Affidavit

D. Qualifications

E. Addenda, if issued

F. List of Proposed Subcontractors, if applicable.

G. List of Proposed Suppliers, if applicable.

ARTICLE 8 – NOT USED

ARTICLE 9 – DEFINED TERMS

9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

J.F. ELECTRIC

Creating connections. Delivering value.

City of Rochelle, IL
Centerpoint Substation
2201 K003

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 F. List of Proposed Subcontractors:

- Utility Dynamics Corporation
- Keeley Construction

7.01 G. List of Proposed Suppliers:

- Echo Electric
- Champion Precast Inc.

Office Location:
100 Lakefront Pkwy
Edwardsville, IL 62025

Mailing Address:
P.O. Box 570
Edwardsville, IL 62025

Main: 618.797.5353
Toll Free: 800.339.8383
Fax: 618.797.5354

jfelectric.com

J.F. ELECTRIC

Creating connections. Delivering value.

City of Rochelle, IL
Centerpoint Substation
2201 K003

CLARIFICATIONS/EXCLUSIONS

1. JF Electric is bidding this project with the intention of working a lineal schedule. Any deviation from this schedule caused by City of Rochelle or extreme circumstances outside of JF Electric's control, will be addressed before resumption of work.
2. Matting is not included in our price currently. If it is determined that matting is needed, it can be added at an additional cost or supplied by others.
3. Pricing is based on subsurface conditions being stable dirt. Any rock, loose soil/gravel, or underground obstructions encountered may result in the need for a change order.
4. All material quotations were based off the quantities listed on the supplied BOM. Any variation between the BOM and the actual quantities needed may result in a change order.
5. It was assumed all contractor-provided materials and equipment can be stored on Rochelle property during the duration of the project.
6. Our bid is based on having unobstructed paths to work areas.
7. Our bid excludes any vegetation clearing.
8. Our bid excludes the haul off of any spoils created from excavations. Spoils will be used for backfilling when possible, and any remaining spoils will be stockpiled onsite.
9. JF Electric provided some proposed redlines to the Standard General Conditions for consideration in the event that we are awarded the project.
10. Our bid excludes the overhead jumpers and phasing at the new terminal poles. It was assumed the new underground cables would be placed in-service by others.
11. Our bid excludes the following:
    - Procurement, hauling, offloading, setting, and assembly of the switchgear.
    - Substation design by others
    - Procurement, hauling, offloading, setting, assembly and oil processing and testing of the transformer
    - Providing or obtaining any permits
    - Hauling spoils off site
    - Any inspection fees
    - Any specific training outside of JF company training policies

Office Location:
100 Lakefront Pkwy
Edwardsville, IL 62025

Mailing Address:
P.O. Box 570
Edwardsville, IL 62025

Main: 618.797.5353
Toll Free: 800.339.8383
Fax: 618.797.5354

jfelectric.com

ARTICLE 10 – BID SUBMITTAL

10.01 If this Bid is submitted by a Corporation:

Corporation Name: J.F. Electric, Inc.

State of Incorporation: Illinois

Type: General Business

(General Business, Professional, Service, Other)

By: [signature]

(Signature – attach evidence of authority to sign)

Name: Darran V. Ayres

Title: Executive Vice President

(Corporate Seal)

Attest: [signature]

(Signature of Corporate Secretary)

Business Address: 100 Lakefront Parkway

Edwardsville, IL 62025

Phone: 618-797-5353

Email Address: darrana@jfelectric.com

10.02 If this Bid is submitted by a Limited Liability Company (LLC):

LLC Name: _____

State in which organized: _____

By: _____

(Signature – attach evidence of authority to sign)

Name: _____

Business Address: _____

_____

Phone: _____

Email: _____

END OF SECTION

SECTION 00420

Qualifications

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Appointment of Counsel

B. Pre-qualifications

C. Bidder's Qualifications

D. Certifications

E. References

F. Signatures.

1.02 AWARD OF BID

A. Failure of Bidder to meet all qualification criteria as stated in these Specifications shall disqualify Bidder from consideration for the Project.

B. The Owner reserves the right to exclude Bidder from consideration due to the Bidder's failure to present with written documentation his experience and capability to complete the project to the Owner's expectations.

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

A. Bidder has appointed SCW Registered Agent, Inc., whose address is 903 S. Lindbergh Blvd., Suite 200, St. Louis, MO, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

2.02 PRE-QUALIFICATION

A. Failure of Bidder to meet the Pre-qualification requirements as stated in the Instruction to Bidders Bid shall disqualify Bidder from consideration for the Project.

2.03 BIDDER'S QUALIFICATIONS

A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.

B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers.

C. Bidder shall submit documentation proving that the Bidder is capable of funding the Project and is not in financial hardship.

D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work.

E. Bidder's subcontractors shall be the responsibility of the Bidder and shall be considered part of the Bidder's company and shall meet qualification requirements for all aspects of the Project.

2.04 CERTIFICATIONS

A. The Bidder certifies the following as required by law:

1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.

2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.

3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

___	Individual	___	Real Estate Agent
___	Partnership	___	Government Entity
x	Corporation	___	Trust or Estate

4. Bidder, if an individual, is not in default on an educational loan.

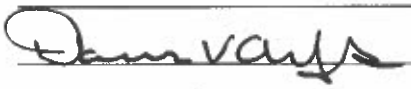
2.05 REFERENCES

A. Bidder shall submit a minimum of three (3) written letters of recommendation with references' signatures and contact information to the Engineer.

B. These References shall be from the Owner, Project Manager, or other individual who is knowledgeable on the project, or recent previous Projects with very similar Scope of Work completed under the current Bidder's name.

C. Bidder shall submit a minimum of three (3) company brochures, or company information sheets, along with list of completed equivalent projects.

2.06 SIGNATURES

Firm Name:	J.F. Electric, Inc.
Federal Taxpayer Identification Number:	37-0913537
By:	
Title:	Darran V. Ayres, Executive Vice President
By:	
Title:	

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power of attorney must be submitted with the bid.

PART 3 – EXECUTION *NOT USED*

END OF SECTION

BID BOND

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

BIDDER

Name: J. F. Electric, Inc.
Address: 100 Lakefront Parkway, PO Box 570
Edwardsville, IL 62025

SURETY (Name and Address of Principal Place of Business)

Name: Travelers Casualty and Surety Company of America
Address: One Tower Square
Hartford, CT 06183

OWNER

Name: Rochelle Municipal Utilities
420 N. 6th Street
Address: Rochelle, IL, 61068

BID

Bid Due Date: October 2, 2025
Project: Centerpoint Substation, Installation Contract

BOND

Bond Number: Bid Bond
Date: October 2, 2025
(Not later than Bid due date)

Penal Sum: Five Percent of Amount Bid *(Words)* $ 5%/Amount Bid *(Figures)*

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER *(Seal)*

J. F. Electric, Inc.
Bidder's Name and Corporate Seal

By: Darran V. Ayres, Executive VP
Signature and Title

Attest: Cory Darr, Executive VP of Finance
Signature and Title

SURETY *(Seal)*

Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By: DeAnna M. Maurer, Attorney-In-Fact
Signature and Title
(Attach Power of Attorney)

Attest: Lauren Blair, Witness
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

    1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond.

    1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

    3.2. All Bids are rejected by Owner.

    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statue, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

TRAVELERS

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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **October, 2025.**

_____
Kevin E. Hughes, Assistant Secretary

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

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between:

Rochelle Municipal Utilities
420 N. 6th Street, Rochelle, IL 61068
(Owner)

and

(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project consists of the construction of a new distribution 34.5kV to 13.8kV low profile substation.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described in these specifications and as shown in the Construction Package documents and drawings.

The Contractor shall be required to furnish all material and labor, use of tools, and use of his equipment as required for the construction of the project, complete and in place, and as required to make a complete working system. The Contractor is also required to determine the specific amounts of labor and material required for the installation.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by BHMG Engineers, Inc., 9735 Landmark Parkway Drive, Suite 110A, St. Louis, MO 63127 (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The work will be substantially completed as specified on Bidder's Bid Form, completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages and Incentives are as defined in the Supplementary Conditions.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work, a Lump Sum of: $_____

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Additions or Deletions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and

classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third day after the first Monday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage.

b. 90 percent of the cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 *Not Used*

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following and are by this reference made a part hereof:

1. This Agreement
2. Bid Bond
3. Payment Bond
4. Performance Bond
5. Addenda Nos. _____
6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid
   b. Documentation submitted by Contractor prior to Notice of Award.

B. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice to Proceed
2. Work Change Directives
3. Change Order(s).

C. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

D. There are no Contract Documents other than those listed above in this Article 9.

E. The Bid Specification and all sections are implied as part of the Contract Documents.

F. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

This Agreement will be effective on: _____

(which is the Effective Date of the Agreement.)

OWNER:	CONTRACTOR:
Rochelle Municipal Utilities	_____
By: _____	By: _____
Title: _____	Title: _____
[CORPORATE SEAL]	*[CORPORATE SEAL]*
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
Rochelle Municipal Utilities	_____
420 N. 6th Street	_____
Rochelle, IL 61068	_____
	Agent for service or process:
	_____
	(If Contractor is a Corporation or LLC, attach evidence of authority to sign.)

Notice to Proceed

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:		Engineer's Project No.:
Contractor:		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		

You are notified that the Contract Times under the above contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is_____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

_____

_____

_____

_____
Owner

Given by:

_____
Authorized Signature

_____
Title

_____
Date

Copy to Engineer

PERFORMANCE BOND

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

CONTRACTOR *(Name & Address)*

SURETY *(Name & Address)*

BUYER

Name: **Rochelle Municipal Utilities**
Address: **420 N. 6th Street, Rochelle, IL 61068**

CONTRACT

Date:
Amount:
Description:
(Name & Location)

BOND

Date:
Amount:
Bond Number:
Modifications to this Bond Form:

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

CONTRACTOR as PRINCIPAL

Seller's Name & Seal

By:

Signature & Title

Attest:

Signature & Title

SURETY

Surety's Name & Corporate Seal

By:

Signature & Title
(Attach Power of Attorney)

Attest:

Signature & Title

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

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

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

   3.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

   3.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

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

      A. Surety in accordance with the terms of the Contract;

      B. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

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

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

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

   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

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

      A. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

      B. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

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

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

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

12. Definitions.

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

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

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

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

FOR INFORMATION ONLY -- Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

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

CONTRACTOR *(Name & Address)*

SURETY *(Name & Address)*

BUYER

Name: **Rochelle Municipal Utilities**
Address: **420 N. 6th Street, Rochelle, IL 61068**

CONTRACT

Date:
Amount:
Description: Centerpoint Substation, Installation Contract

BOND

Date:
Amount:
Bond Number:
Modifications to this Bond Form:

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

CONTRACTOR as PRINCIPAL	SURETY
(Seller's Name & Seal)	*(Surety's Name & Corporate Seal)*
Name:	Name:
(Signature & Title)	*(Signature & Title)*
	(Attach Power of Attorney)
Attest:	Attest:
(Signature & Title)	*(Signature & Title)*

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

2. With respect to Owner, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with Contractor:

      A. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

      B. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

      C. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

   6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

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

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

have obligations to Claimants under this Bond.

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

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

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

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

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

15. DEFINITIONS

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

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

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

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

Contractor's Application for Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1.	**ORIGINAL CONTRACT PRICE**	$ _____
2.	**Net change by Change Orders**	$ _____
3.	**CURRENT CONTRACT PRICE (Line 1 ± 2)**	$ _____
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)**	$ _____
5.	**RETAINAGE:**	
	a. _____ % x $_____ **Work Completed**	$ _____
	b. _____ % x $_____ **Stored Material**	$ _____
	c. **Total Retainage (Line 5a + Line 5b)**	$ _____
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**	$ _____
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$ _____
8.	**AMOUNT DUE THIS APPLICATION**	$ _____
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**	$ _____

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____

Funding Agency (if applicable) (Date)

Progress Estimate

Application for Payment

For (contract):	Application Number:
Application Period:	Application Date:

A		B	Work Completed		E	F		G
Item			C	D				
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
	Totals							

Progress Estimate

Application for Payment

For (contract):	Application Number:
Application Period:	Application Date:

A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

Stored Material Summary

Application for Payment

For (contract):							Application Number:		
Application Period:							Application Date:		
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
			Date (Month/Year)	Amount ($)	Amount ($)	Subtotal	Date (Month/Year)	Amount ($)	
		Totals							

Certificate of Substantial Completion

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions:

_____

_____

_____

_____

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

The following documents are attached to and made part of this Certificate:

_____

_____

_____

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

_____ _____
Executed by Engineer Date

_____ _____
Accepted by Contractor Date

_____ _____
Accepted by Owner Date

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE
American Society of Civil Engineers

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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This document has been approved and endorsed by

The Associated General Contractors of America

Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

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

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but

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which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for

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materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

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c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

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2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has

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been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

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A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

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b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to

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proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

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4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

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

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

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to

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Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Docu-

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ments. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

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a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

directly

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and

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surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

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

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

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, ~~or anyone for whose acts any of them may be liable~~, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

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6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall

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not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges ~~of engineers, architects,~~ attorneys, ~~and other professionals~~ and all court or arbitration or other dispute resolution costs) arising out of ~~or relating to~~ the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work ~~or anyone for whose acts any of them may be liable~~ .

B. ~~In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

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2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

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

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

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1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor ~~as a result of~~ Contractor's action or inactions.

directly and solely resulting from

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

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8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

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D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

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10.02 *Unauthorized Changes in the Work*

A.Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

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

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

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D),

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provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

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

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

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

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11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the

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actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

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2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

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

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific

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provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be

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entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If

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Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

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2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

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

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjust-

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ment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

EJCDC C-700 Standard General Conditions of the Construction Contract.
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SUPPLEMENTARY CONDITIONS

To EJCDC - C700
Standard General Conditions of the
Construction Contract (2002) and Other Provisions

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor up to 6 printed or hard copies of the Drawings and specifications. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

B. Not used.

SC-5.03 Add the following new sentence to Paragraph 5.03.A:

BHMG Engineers, Inc. shall be named as an additional insured on certificates of insurance.

SC-5.03 Add the following new paragraph immediately after Paragraph 5.03.B:

B. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State of Illinois: Statutory

b. Applicable Federal: Statutory

c. Employer's Liability: $1,500,000

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate $1,500,000

b. Products Completed Operations Aggregate $1,500,000

c. Personal and Advertising Injury $1,500,000

d. Each Occurrence (Bodily Injury and Property Damage) $1,500,000

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

f. Excess or Umbrella Liability

1) General Aggregate $5,000,000.00

2) Each Occurrence $5,000,000.00

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:
Each person $10,000
Each Accident $1,500,000

b. Property Damage:
Each Accident $1,500,000

c. Combined Single:
Limit of $1,500,000

The reference to a "combined single limit" for bodily injury and property damage will normally permit the insurance broker to negotiate the most advantageous arrangement for the insureds, and either alternative should be acceptable although the coverages provided may not be identical. Other variations are available.

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.08 Add a new paragraph immediately after 6.08A:

B. Owner shall provide the City of Rochelle building permits, State of Illinois Environmental Protection Agency Construction Permit. Contractor shall obtain and pay for all other applicable permits and licenses.

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

Other Provisions

1.01 Prevailing Wage Requirements

A. This project is subject to the requirements of the "Wages of Employees on Public works (Prevailing Wage) Act".

1.02 Equal Employment Opportunity

A. The Contractor shall comply with the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission.

1.03 Liquidated Damages

A. It is hereby fully understood and agreed that time is of the essence in the performance of this contract. For each and every calendar day that elapses after the Contract Completion Date and before the date on which the work covered by such Contract is actually completed, the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, the sum of ~~One Thousand dollars ($1,000.00).~~ The total amount so payable by the Contractor as liquidated

Five Hundred dollars ($500.00)

damages, either may be deducted from any moneys due or payable to the Contractor by the Owner or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety, or either of them, to compensate, at least in part, the Owner for (1) the administration of the work covered by such contract and any other contract or contracts beyond the Contract Completion Date, including the additional expense to the Owner for supervision, inspection, and superintendence; (2) expenditures resulting from the inability of the Owner (and the general public) to use the improvement being constructed from and after the Contract Completion Date until the actual date of completion; (3) other miscellaneous obligations and expenditures incurred by the Owner directly as a result of the failure to complete the Work covered by such Owner directly as a result of the failure to complete the Work covered by such contract on or before the Contract Completion Date; but, said liquidated damages shall not include the cost of litigation that may result from action taken by the Owner against the Contractor.

BID BOND

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

BIDDER

Name: Tri-City Electric Company of Iowa
Address: 6225 N. Brady Street, Davenport, IA 52806

SURETY (Name and Address of Principal Place of Business)

Name: Western Surety Company
Address: 151 N. Franklin Street, Chicago IL 60606

OWNER

Name: Rochelle Municipal Utilities
420 N. 6th Street
Address: Rochelle, IL 61068

BID

Bid Due Date: October 2, 2025
Project: Centerpoint Substation, Installation Contract

BOND

Bond Number: N/A
Date: October 2, 2025
(Not later than Bid due date)

Penal Sum: ***Five Percent of the Bid Amount*** *(Words)* — $ 5% *(Figures)*

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
Tri-City Electric Company of Iowa *(Seal)*	Western Surety Company *(Seal)*
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: *Signature and Title*	By: *Signature and Title*
Brandon Richman, Secretary/CFO	(Attach Power of Attorney) Laura A. Foust, Attorney-In-Fact
Attest: *Signature and Title*	Attest: *Signature and Title*
Nadine Fetters Bid Coordinator	Sofia Burnette Bond Account Manager

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

   1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond.

   1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

   3.2. All Bids are rejected by Owner.

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statue, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Laura A Foust, Brian C Matlock, Michael F Wernsman, Joyce L Briggs, Aaron E Matlock, Seth W Doup, Stacy A Banfield, Meredith Morrow, Amy C Sheeder, Individually

of Davenport, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of October, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of October, 2025

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

BID FORM

Table of Articles

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This Bid is submitted by: Tri-City Electric Company of Iowa

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	9/24/2025
2	10/2/2025
3	10/6/2025

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which

may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding.

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Proposal No. 1 – All labor and materials for the installation of required equipment for the distribution substation all as detailed in the specifications and drawings.

5.02 The contractor shall be required to furnish all material and labor, use of tools, and use of their equipment as required for the construction of the project, as required to make a complete working system.

5.03 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Price: $ 6,825,780
Allowance: $150,000
Total Bid Price: $ 6,975,780

5.04 Allowances

A. General

1. Allowances as set forth in the specifications are to be used as compensation for items as set forth in this section.

B. Allowances

1. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicates the amount to be charged to the respective amount.

2. At substantial completion of the work, credit unused amounts remaining in the allowances to the owner by change order.

C. Allowance Disbursement

1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.

2. Once the Owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:

a. Allowance No. 1 – Include the stipulated sum of **$150,000.00** for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

6.01 Based on an award date in October 2025, the project shall meet the proposed schedule below:

- Mobilization: Weather Dependent (Contractor can mobilize as soon as they are able)
- Transformer Delivery Date: Currently in storage at Rochelle
- Switchgear Delivery Date: TBD. BHMG to coordinate with vendor on desired delivery date
- UG Cable: TBD
- Foundations Poured: 3/1/26
- Substantial Completion: 9/4/26

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. This Document, Completed Bid Form

B. Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.

C. Non-Collusion Affidavit

D. Qualifications

E. Addenda, if issued

F. List of Proposed Subcontractors, if applicable.

G. List of Proposed Suppliers, if applicable.

ARTICLE 8 – NOT USED

ARTICLE 9 – DEFINED TERMS

9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 10 – BID SUBMITTAL

10.01 If this Bid is submitted by a Corporation:

Corporation Name: Tri-City Electric Company of Iowa

State of Incorporation: Iowa - C 087124

Type: Service

(General Business, Professional, Service, Other)

By: _____

(Signature – attach evidence of authority to sign)

Name: Douglas F. Palmer

Title: President

(Corporate Seal)

Attest: _____

(Signature of Corporate Secretary) Brandon Richman, Secretary & C.F.O.

Business Address: 6225 N. Brady St.
Davenport, IA 52806

Phone: 563-322-7181

Email Address: bid@tricityelectric.com

10.02 If this Bid is submitted by a Limited Liability Company (LLC):

LLC Name: _____

State in which organized: _____

By: _____

(Signature – attach evidence of authority to sign)

Name: _____

Business Address: _____

_____

Phone: _____

Email: _____

END OF SECTION

File Number 5836-366-9

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

TRI-CITY ELECTRIC COMPANY OF IOWA, INCORPORATED IN IOWA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MAY 31, 1995, ADOPTED THE ASSUMED NAME CONTROL APPLICATION & MAINTENANCE, INCORPORATED ON JULY 17, 2017, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 2ND *day of* JULY *A.D.* 2025 .

Authentication #: 2518302656 verifiable until 07/02/2026

Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

Tri-City Electric Co.
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Electrical Construction
Residential Services
Renewable Energy
Power Testing Solutions
Engineering & Integration
Electrical Services
Structured Cabling
Security Solutions
Telecommunications
Audio/Visual
Drone Services
IT Solutions

6225 N. Brady Street
Davenport, IA 52806
telephone 563.322.7181
fax 563.322.1643
www.tricityelectric.com

October 2, 2025

To whom it may concern,

As support for the President Doug Palmer's authority to sign on behalf of and bind Tri-City Electric Co, I'm providing part of the company's bylaws below. If you need additional information, please contact me.

> **Section 6. President.** The President shall be the principal operating officer of the Corporation, and, subject to the control of the Chief Executive Officer and Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Sincerely,

Brandon Richman
Treasurer/Secretary and CFO
Tri-City Electric Co
brichman@tricityelectric.com
(563)468-6165

Non-Collusion Affidavit

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

STATE OF Iowa

COUNTY OF Scott

Brandon Richman, being first duly sworn, deposes and says that he is Secretary & C.F.O. * (sole owner, partner, president, secretary, etc.) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: BCK

Title: Secretary & C.F.O.

Subscribed and sworn to before me this 2nd day of October 20 25

Seal of Notary:

Michelle Montgomery
Notary Public

NOTARIAL SEAL IOWA
MICHELLE MONTGOMERY
Commission Number 811239
My Commission Expires
June 22, 2027

* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner, a partner, secretary", etc. should be struck out.

SECTION 00420

Qualifications

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Appointment of Counsel

B. Pre-qualifications

C. Bidder's Qualifications

D. Certifications

E. References

F. Signatures.

1.02 AWARD OF BID

A. Failure of Bidder to meet all qualification criteria as stated in these Specifications shall disqualify Bidder from consideration for the Project.

B. The Owner reserves the right to exclude Bidder from consideration due to the Bidder's failure to present with written documentation his experience and capability to complete the project to the Owner's expectations.

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

A. Bidder has appointed Tom Osier, whose address is 1821 Ingersoll Ave., Des Moines, IA 50309, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

2.02 PRE-QUALIFICATION

A. Failure of Bidder to meet the Pre-qualification requirements as stated in the Instruction to Bidders Bid shall disqualify Bidder from consideration for the Project.

2.03 BIDDER'S QUALIFICATIONS

A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.

B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers. - Confirmed-

C. Bidder shall submit documentation proving that the Bidder is capable of funding the Project and is not in financial hardship.

D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work. - Confirmed-

E. Bidder's subcontractors shall be the responsibility of the Bidder and shall be considered part of the Bidder's company and shall meet qualification requirements for all aspects of the Project. - Confirmed-

2.04 CERTIFICATIONS

A. The Bidder certifies the following as required by law:

1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.

2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.

3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

___ Individual	___ Real Estate Agent
___ Partnership	___ Government Entity
_X_ Corporation	___ Trust or Estate

4. Bidder, if an individual, is not in default on an educational loan.

2.05 REFERENCES

A. Bidder shall submit a minimum of three (3) written letters of recommendation with references' signatures and contact information to the Engineer.

B. These References shall be from the Owner, Project Manager, or other individual who is knowledgeable on the project, or recent previous Projects with very similar Scope of Work completed under the current Bidder's name.

C. Bidder shall submit a minimum of three (3) company brochures, or company information sheets, along with list of completed equivalent projects.

2.06 SIGNATURES

Firm Name: Tri-City Electric Company of Iowa

Federal Taxpayer Identification Number: 42-0569050

By: _____

Title: Douglas F. Palmer, President

By: _____

Title: Brandon Richman, Secretary & C.F.O.

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power of attorney must be submitted with the bid.

PART 3 – EXECUTION *NOT USED*

END OF SECTION

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Project Experience

Below is a highlighted sample list of Substation related projects that have been completed:

Facebook – PCI 1&2 – Altoona, IA
The project consisted of installing the facilities medium voltage infrastructure and distribution systems from 161,000 volts primary voltage to a 34,500-volt secondary system for their new Data Center. The site included concrete duct banks for control and power conduits. Project consisted of TCE to general all subcontractors affiliated with the work in the substation, this included Tri-City Ironworks, Tri-City Power Testing, concrete work, excavation work, deep pier foundations and several other key contractors. The scope of work included the installation of two (2) MOAB switches with steel structures, two (2) SF6 main breakers, two (2) 50meg transformers, and two (2) MSG Buildings. The Siemens gear that was provided in the MSG buildings had Pfister terminations which our Power Testing group completed.

Avenue A Rock Falls Substation – Rock Falls, IL
The project consisted of updating the facilities medium voltage infrastructure and distribution systems from 35,400-volt primary and 12,470-volt primary. Tri-City Electric Co. acted as the General Contractor on this project which included concrete, overhead line work, fuel tank installation and a fence installation. Tri-City Power Testing performed all the 3M terminations that included a twenty (20) year warranty along with all the testing when the project was complete. Tri-City Ironworks provided demo of the old steel structures, removed the old MSU Building and old transformers. Once completed a new transformer was installed. Tri-City Electric Co. worked closely with the city to work around different outages the city had already scheduled.

Tipton Municipal, Generation Plant – Tipton, IA
Substation Expansion - Conducted all project management, procurement, and installation of new 69KV substation and generator systems. New substation consists of (1ea) 69KV metering assembly, (3ea) 69KV disconnect switches, (1ea) 69KV substation breaker, (2ea) 69KV/12.47KV generator step up transformers, overhead aluminum bus bar, (12 section) 15KV rated paralleling switchgear, relaying and controls for (2ea) 2MW-12.47KV MTU generators. Existing sub was retrofitted from 35KV to 69KV rating, new sub was placed in the adjacent field location, and subs were connected by ACSR dead head structures. Supervised civil engineering contract to design and install the concrete foundation for the transformer pads, containment, and stanchion bases. Procured and erected all galvanized structural steel assemblies. Managed quality control, acceptance testing, and commissioning for protection and controls. This project required optimal coordination to integrate controls from sub to sub and switchgear to switchgear. There were (3ea) existing generators and (1ea) medium voltage switchgear in the original plant that had to be modernized and integrated with the new control system without losing city power.

Tri-City Electric Co.
Since 1895

Project Experience - continued

Roquette America, Grain Processing – Keokuk, IA
Substation and Infrastructure - Conducted all project management, procurement, and installation of a new 69KV substation addition, 35KV rated gas insulated switchgear, and redundant 15KV distribution systems. New 69KV substation addition consists of (2ea) 33 MVA transformers equipped with LTC & NGR, (2ea) Sets of 138KV shielded cables equipped with submersible Pfisterer cable terminations, (2ea) 69KV gang operated disconnect switches, (2ea) 69KV substation breakers, and (2ea) 69KV overhead bus stanchions. GIS and MV distribution system consist of (2ea) 12 section-Siemens gas insulated switchgear, (1ea) Switchgear control house with SCADA & HMI, (16ea) 6 section-G&W SF6 gas insulated switchgear enclosures, Continuous 15KV shielded cable pulls (no splicing allowed) ranging from 400' to 4,600' through cable tray on overhead pipe bridges and structures. Supervised civil engineering contract to design and install the concrete foundation for the transformer pads, containment, and stanchion bases. Procured and erected all galvanized structural steel assemblies. Managed quality control, acceptance testing, and commissioning for protection and controls. This project required optimal coordination to integrate substation controls and protection from existing switchgear to the new control enclosure without interrupting production valued at >$0.5 Million of product and labor per short term interruption.

TransCanada, Natural Gas Pipeline
CS-14 Substation Retrofit - conducted all project management and installation of the substation's upgrade from 35KV to 69KV. New 69KV equipment consists of (1ea) 20 MVA transformer, (1ea) gang operated disconnect switch, (1ea) Motor Operated Disconnect, (1ea) 69KV substation breaker, (2ea) substation bus assemblies, and (1ea) ACSR Deadhead structure. Supervised civil work and vacuum excavating to install concrete foundation for new equipment. Received and erected all galvanized structural steel assemblies. Managed quality control, acceptance testing, and commissioning for protection and controls. Provided quality manpower to meet project milestones despite continual exposure to blizzards and frozen soil.

City of Tipton – Tipton, IA
Rebuild the existing substation from 34.5 kV to 69 kV.

Western Illinois University - Macomb Campus, State of Illinois Capital Development Board
Rebuild the existing substation prepare to transfer the campus in the future from 4,160 volts to 15 kV.

MidAmerican Energy – Colona Road Substation – Colona, IL
Installation of underground duct banks, grounding, ground connections to fence, step potential mats. This was a new substation, not an existing energized substation.

MidAmerican Energy – 3M Substation – Cordova, IL
Phase 1 – Installation of underground duct bank and grounding. Phase 2 – erection of two (2) capacitor steel structures, installation of two (2) capacitor banks, switches, insulators & installation, termination and testing of two (3) 3c runs of 15kV cable. This is an energized substation.

Project Experience - continued

Tri-City Electric Co.
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MidAmerican Energy – Bettendorf Substation 71 – Bettendorf, IA
Installation of underground duct banks and grounding. This was an energized substation.

Unity Point/Trinity – Rock Island Substation Remodel – Rock Island, IL
Project consisted of updating the facilities medium voltage infrastructure and distribution systems from 4160volts primary voltage to a 13,800-volt primary system. New medium voltage substations were installed to replace existing outdated switches and transformers. New primary feeds were routed through the existing hospital to the newly designated substation rooms. New substation transformers and medium voltage switches had to be carefully coordinated and installed precisely for proper weight distribution and space limitations. Installed transformers were fully tested and commissioned prior to planning scheduled cut overs. All work was completed without disruption to normal daily hospital operations.

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Renewable Energy
Power Testing Solutions
Engineering & Integration
Electrical Services
Structured Cabling
Security Solutions
Telecommunications
Audio/Visual
Drone Services
IT Solutions

6225 N. Brady Street
Davenport, IA 52806
telephone 563.322.7181
fax 563.322.1643
www.tricityelectric.com

October 8, 2025

It is policy at Tri-City Electric Co. not to disclose the financial information of the company to outside parties. Enclosed is a letter from our bonding company which indicates the amount of bonding capacity we have with them. The bonding capacity we have with Western Surety Company a member of CNA Financial Corporation illustrates the financial strength of Tri-City Electric Co.

In addition, Tri-City Electric Co. has significant unused banking credit lines to support our operation. Please see the banking letter below from our financial institution. Should you have any questions or need additional information, please contact me.

Sincerely,

Brandon Richman
Chief Financial Officer
Ph.563.322.7181
E-mail: brichman@tricityelectric.com

CNA SURETY

3333 Finley Rd., Suite 200, Downers Grove, IL 60515

Cynthia Fry
Underwriting Consulting Director
Telephone: 630-719-6343
Email: Cynthia.Fry@cnasurety.com

RE: Tri-City Electric – Davenport, IA

To Whom It May Concern:

We are writing to you at the request of Tri-City Electric.

Tri-City Electric has been a valued client of Western Surety Company since 2020. We have approved bonds for them covering jobs up to $250 million and potential work programs of $500 million. We continue to be confident in Tri-City Electric's ability to perform and we recommend them for your favorable consideration.

Western Surety Company is a member of the CNA Financial Corporation, is listed on the U.S. Treasury Department's Listing of Approved Sureties, enjoys a rating of A XIV in Best's Rating Guide and is licensed to do business in all fifty states.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

Best regards,

Cynthia Fry

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www.qcbt.com

To Whom It May Concern:

Re: Tri City Electric Company of Iowa
6225 N Brady Street
Davenport, Iowa 52806

Please let this letter serve as confirmation that Tri City Electric Company of Iowa is a customer of Quad City Bank and Trust Company. They have been a customer of the Bank since September 2000. They have not had any overdrafts on their account, and they have maintained an average balance of mid (7) figures in their deposit accounts this past year. The Bank also has a credit line extended to them in the low eight-figures, and it currently has a zero ($0.00) balance. The line of credit is secured. Tri City Electric has always handled their accounts "as agreed".

If you need additional information, please contact me at (563) 468-4421.

Sincerely,

Michael Weipert

Michael Weipert
Vice President
Commercial Banking

Company History and Profile

Tri-City Electric Co. was established in 1895 as an electrical contractor and supplier. Today ranked 24th among the top electrical contractors[1] in the country, as well as a top-rated specialty contractor. Among areas of expertise, Tri-City Electric Co. provides 24-hour services in commercial and industrial electrical construction, renewable energy, power testing and preventative maintenance, engineering & integration, low voltage structured cabling, security cameras & access control, audio/visual, business telecommunications, electrical & residential services, IT solutions, drone services, millwright, ironworks, fire protection and automated solutions.

As one of the highest ranked electrical contractors in the country, Tri-City Electric Co. is a recognized leader in the following markets:

- commercial complexes
- educational facilities
- healthcare facilities
- governmental and municipal
- renewable energy
- residential complexes
- food processing facilities
- industrial plants

Throughout history, Tri-City Electric Co. has served customers in forty-six (46) states, two (2) US Territories and six (6) Countries. To best serve clients, Tri-City Electric Co. is headquartered in Davenport, IA, along with an office in Des Moines, IA. On average, Tri-City Electric Co. consists of over 1,900 management staff and field personnel.

Tri-City and its Affiliates annual sales volume is at approximately $441 million and have performed over $1.8 billion in construction in the last five years. These projects have been for some of the most visible and complex industrial, healthcare, and institutional clients. The depth of our experience results in the greatest value for our customers through quality of services, cost control, project management and customer satisfaction.

[1] As reported by *EC&M*, The Top 50 Electrical Contractors, September 2024.

EC&M

Tri-City Electric Co. is ranked 24th among the top 50 electrical contractors in the country. The rating was received after evaluation of a self-reported survey based on total construction revenue and new contract revenue.

As reported by EC&M, The Top 50 Electrical Contractors, September 2024

Company Services

Tri-City Electric Co. offers multiple services because of customer demand for a contractor experienced in the following areas:

Electrical Construction:
- Substations, Transformers & Switchgear
- Equipment Relocation
- Building Lighting
- Power Distribution
- Grounding Systems
- Instrumentation
- Motor Controls
- Emergency Systems (UPS, Generators)
- Hazardous (Classified) Locations, Classes I, II, III, Divisions 1, 2
- Intrinsically Safe Systems
- Spray Application, Dipping & Coating Processes
- Caustic Areas
- Lightning Protection
- Heat Trace
- Energy Management
- Security Systems
- Life Safety Systems
- Intercom Systems
- Lighting Retrofits
- (5) LEED Accredited Professionals

Power Testing Solutions:
- Infrared Scanning
- Ultrasonic Testing
- Harmonics Testing
- Power Quality Analysis
- Transformer Testing
- Switchgear Testing
- Rental, New & Rebuilt Switchgear
- Acceptance Testing
- Site Surveys
- Power System Analysis
- Power Factor Correction
- Power Quality Solutions
- One-Line Diagram Updates
- Service on all OEM Equipment
- Renewal Parts
- Exchange Programs

Engineering & Integration:
- Industrial Power Distribution Engineering
- Arc Flash Calculation & Labeling
- Control Systems
- Automation Systems
- Computer Aided Design
- System Integration
- SCADA & HMI Programming & Configuration
- Variable Speed Drive Programming & Configuration
- Custom Panel Design & Fabrication
- Operator & Maintenance Training
- Start Up Services

Electrical Services:
- 24-Hour Emergency Response
- Adds, Moves and Changes to Electrical Systems
- AutoCAD Documentation
- Energy Management Systems
- Green Initiatives
- Interior & Exterior Lighting Systems
- LED (Light Emitting Diode) Light Conversions
- Life Safety Systems
- Maintenance & Repair
- Parking Lot Light LED Conversions
- Parking Lot Monthly Maintenance
- Photo-eye and Time Clock Programming
- Residential/Commercial Power Generators
- Safety
- Scheduling
- Surveys & Inspections
- Troubleshooting
- Underground Locates
- UPS Systems
- Value Engineering
- VFD (Variable Frequency Drives)
- Installation & Programming
- Wireless Switches

Throughout our history, Tri-City Electric Co. has served customers in forty-six (46) States, two (2) US Territories and six (6) Countries.

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Tri-City Electric Co.
Since 1895

Company Services
Continued

Tri-City Electric Co. offers multiple services because of customer demand for a contractor experienced in the following areas:

Renewable Energy:
- Conceptual budgeting
- Construction management
- Electrical system design
- Underground collection installation
- Medium & low voltage Cable testing
- Underground collection & transmission line
- Vertical tower wiring
- Substation design & construction
- Interconnect purchase agreements
- Team of LEED® Accredited Professionals
- Scheduled inspection & maintenance
- Electrical refurbishment
- Procurement of materials and other services
- Emergency maintenance, repair and project completion support
- Commercial PV Systems
- Industrial PV Systems
- Utility Scale PV Systems
- On-Grid/Off Grid solutions
- Energy Audits
- PV System Design & Engineering
- Commissioning & Testing
- SREC's
- Solar operations & maintenance
- Scheduled Inspection & Preventative Maintenance
- Aerial Thermal Inspections
- Emergency Maintenance and Repair
- Electric Vehicle (EV) Charging Station Design & Installation
- Solar project management
- Partnering
- Prime Contractor
- Subcontractor

Structured Cabling:
- Voice/Video/Data
- Adds/Moves/Changes
- Fiber Optics
- Local Area Networks
- Wireless Solutions
- Upgrades
- Modernizations
- Outside Plant
- Nurse Call Systems - Critical Alert, Pinpoint, and Quantum/JNL
- Testing & Certification
- Up to 25 Year Extended Product Warranties
- Documentation
- (3) BISCI Registered Communication Distribution Designers (RCDD)
- Authorized Business Partners and Certified Installers for both copper & fiber solutions on the following products: Corning Cable Systems, Systimax (VAR), CommScope Uniprise, Panduit, Belden - IBDN, Siemon, Berk-Tek/Leviton, Hubbel and Ortronics/Essex

Security Solutions:
- Markets: Industrial, Commercial, Healthcare, Educational, Municipalities, Governmental
- IP Video Solutions, including customized storage solutions
- Wireless Video Applications
- Traditional CCTV Equipment
- Fence Perimeter Protection
- Access Control Systems & Biometrics
- Power & Communications Equipment
- System Programming
- Project Management
- Alarm Management
- Custom Design
- System Integration

Company Services
Continued

Telecommunications:
VoIP and Traditional Telephone Systems
Voice Mail & Automated Attendant
Interactive Voice Response Systems (IVR)
Automatic Call Distribution (ACD)
Call Accounting & Call Center Solutions
VoIP & Traditional Wireless Systems
Mobility Solutions
Audio / Video Conferencing
Paging Systems
Call Recording
Remote Connectivity
Wireless WAN Solutions
Computer Telephony Integration (CTI)
Enterprise Networking
Maintenance Contracts
Time & Material Support
Training
Technical Support
Authorized Business Partner of:
Mitel and Toshiba

Audio/Visual:
Audio Systems
- Pro Audio
- Sound Reinforcement
- Intercom
- Public Address
- Sound Masking

Video Equipment
Display Equipment
Conference Rooms
Boardrooms
Video Conferencing
Sound Masking
Home Theatre
Digital Signage
In-House Designers

Drone Services:
Construction
Aerial Land Surveying
Supply Management
Industrial Utilities
Site Evaluations
Commercial & Residential Real Estate

Information Technology:
Design, Implementation & Support Services
Commercial & Industrial Solutions
Local Area Network Switching
Wide Area Network Routing
Wired Network Assessments
Wireless Wi-Fi Assessments & Surveys
Firewall & Internet Implementation
Virtualization
Hyper-converged Infrastructure
Storage Area Networks
Microsoft Services
Microsoft Office 365 services
Helpdesk and End User support
24 hr. service

Emergency Services:
24-Hour Dispatched Technicians for all divisions

Company Services
Continued

Paramount Millwright Services:

Machine Installation
& Relocation
Conveying Equipment
& Installation
- Material handling

Fabrication & Welding
Lifting & Rigging
Demolition
- Buildings & structures

Precision Laser Alignment
& Leveling
Bearing, Motor Gearbox
Replacement & Repair
Plant Maintenance
Repairs, preventative maintenance, alignment
Disaster Recovery
Bridge & JIB Crane
Installation & Removal
Emergency Services
24/7 on-call crew

Tri-City Fire Protection:

Estimation
Hydraulic calculations
Engineering and design
Budgeting
Fabrication
Project management
Installation
Ongoing support, maintenance, and repair
24/7 emergency service

Tri-City Ironworks:

Structural Steel Erection
- Steel erection for commercial, industrial, educational, health care construction
- Steel bar joist and metal decking
- Reinforcing existing structures
- Steel framing

Miscellaneous Metals
- Metal pan or grating stairs
- Handrails and guardrails
- Cage and access ladders
- Trash enclosures
- Catwalks & suspended walkways

Reinforcing Steel
- Rebar install and furnish
- Welded wire fabric

Heavy Highway
- Bridge decks, Nelson studs and Sign structures

Fabrication and Welding Services:
Stairs, Conveyors, Handrails, Platforms, Column repair or replacement, Repairs
Certified welders

Pre-engineered Metal Buildings: Additions, New buildings, Install & furnish

Precast
- Hollow core and Wall panels

Industrial Maintenance
- Heavy rigging, Shutdowns and outages, Machinery moving, 24-hour emergency service

Tri-City Automated Solutions:

Overhead Crane & Hoists
- Overhead Bridge Cranes & Runways
- Light Duty Freestanding Enclosed Track Systems
- Jib Cranes & Gantry Cranes
- Hoists – (Electric Chain, Wire Rope, Manual & Air Chain Hoists)
- Crane Controls & Modernization Products

Ergonomic Solutions & Material Handling
- Manipulators & Grippers
- Conveyors & Warehouse Logistical Solutions
- Mezzanines & Custom Work Platforms
- AGV's (Automated Ground Vehicle)
- Mechanical Lift Devices

Robotics & Automation
- Robotic Palletizing Systems
- Process Control & Process Automation
- Integration Support Solutions
- Industrial Robots & Cobot Solutions
- Machine Tending Robot & Cobot Cells

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Tri-City Electric Co.
Since 1895

ADDENDUM NO. 1

FOR

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

September 24, 2025

ADD-1

1. The switchgear is expected to be delivered at the end of November 2025. This is pending the OEM schedule.

2. Foundations poured by 3/1/26 is a critical date because Rochelle will be subject to storage fees by the switchgear vendor.

3. Topsoil can be stockpiled on site and used as fill in areas. Soil will not need to be removed from site.

4. Contractor will be fully responsible for the Perimeter Pre-Cast Fence (design and installation). See Section 03550 Precast Wall Systems and drawings in bid package for fence details and suggested manufacturers.

5. Clarification - Contractor to plan for one remobilization to pull the cables to the termination poles when they are delivered. The installation of the termination poles are not part of this contract.

6. Clarification – The switchgear will be completely built out. Power connections, and external connections to external equipment are contractor responsibility. (See preliminary outdoor cable schedule)

7. Per IFB drawing mark up 8-29-25, 4 culverts are required underneath entrance roadway.

UG Line / Feeder Exit Scope:

No impact on quantity/units – drawing callout clarifications only:

1. Sheet 3 of 17 on Feeder Exit Construction Drawings (2201-L-01-3):
    - Conduit and Cable Install Schedule Start and End point 8 to point 9 should read point 9 to point 10 on row 15 of table.
2. Sheet 7 of 17 on Feeder Exit Construction Drawings (2201-L01-7):
    - Span Note labeled "11-12" should read "10-12".
3. Sheet 4B of 17 on Feeder Exit Construction Drawings (2201-L-01-4B):
    - Span Note labeled "4-13" should read "4-14".

Impacts quantities/units:

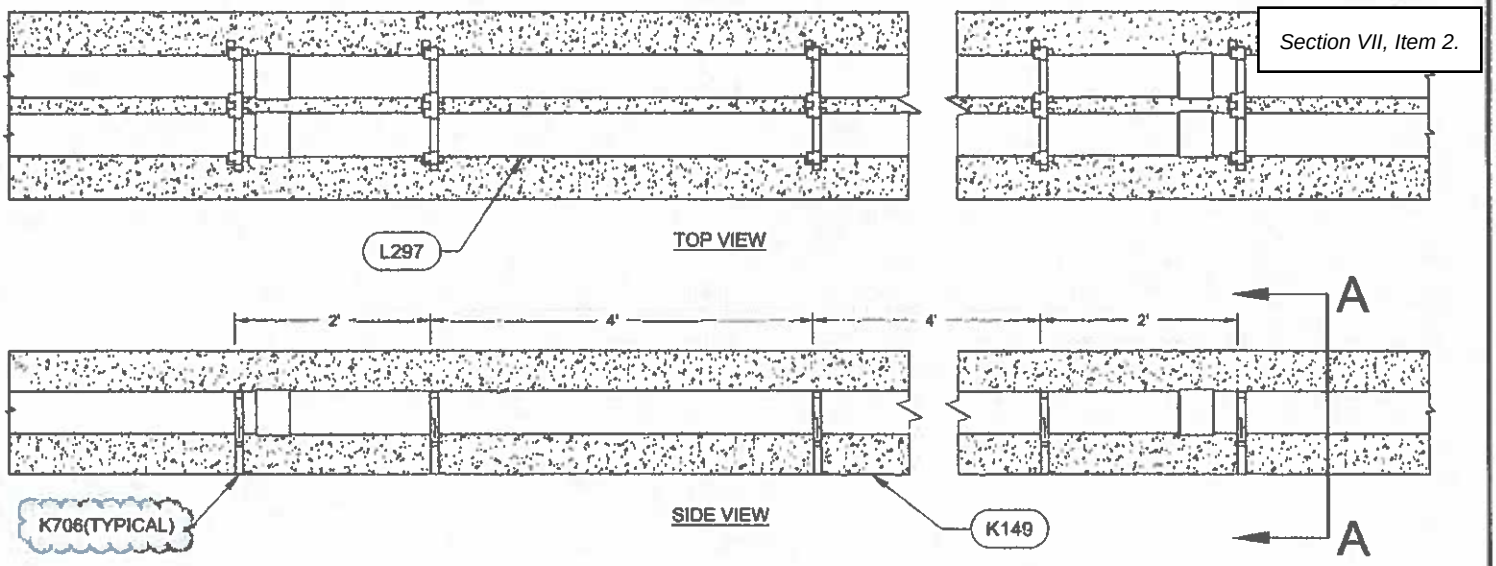
4. Note – all revisions from IFB package assembly drawings are clouded, updated BOM also included. Summary:
    - Update to assembly UA.2 (spacers, bond wire, concrete blocks)
    - Update to assembly UA.4 (spacers, bond wire, concrete blocks)
    - Update to assembly UA.5 (spacers, bond wire, concrete blocks)
    - Updated BOM PDF
        - Includes spacer quantity correction (item L150)
        - Includes concrete block quantity addition (item K706)
        - Includes bond wire quantity correction (item D119)

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to awooldridge@ymail.com

Name _____

Company Tri City Electric



NOTES:

1. MINIMUM BURIAL DEPTH OF THE DUCT BANK ENCASEMENT SHALL BE 36 INCHES, AS MEASURED FROM THE TOP OF THE DUCT BANK ENCASEMENT TO THE EXISTING OR FINAL GRADE. 60 INCHES MINIMUM DEPTH WHERE OVERLAPPING WITH SUBSTATION GROUND GRID.
2. THE BOTTOM OF THE EXCAVATION SHALL CONSIST OF FIRM, WELL-COMPACTED, UNDISTURBED EARTH OR BACKFILL.
3. ALL BACKFILL MATERIAL SHOULD BE ADEQUATELY COMPACTED TO LIMIT SETTLING UNDER THE FINAL GRADE.
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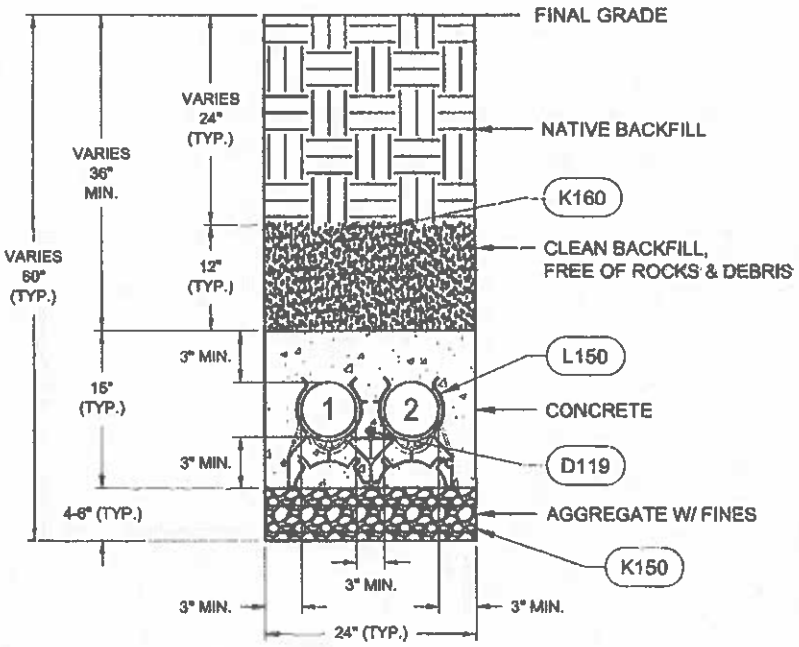
7. INSTALL BLOCKS UNDERNEATH SPACERS AT EACH SPACER LOCATION.



SECTION A-A
DUCT BANK CROSS SECTION

BILL OF MATERIALS

QTY	BHMG ITEM #	ITEM DESCRIPTION	MANUFACTURER	MANUFACTURER PART #
20 FT	D119	4/0 AWG COPPER, BARE, SOFT DRAWN, 7 STR	-	-
AS REQ'D	K149	CONCRETE, 2500PSI MIN. NOM. COMPRESSIVE STRENGTH, 7-8" SLUMP, 3/8" MAXIMUM AGGREGATE SIZE	-	-
AS REQ'D	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-
5	K706	CEMENT BLOCK - PATIO 2" X 8" X 16"	-	-
20 FT	K160	SCOTCH® DETACHABLE BURIED BARRICADE TAPE 408, "CAUTION BURIED ELECTRIC LINE BELOW", 6" X 1000', RED	3M	7000133192
5	L150	SPACER, 6" SNAP-N-STAC, TWO-POSITION HORIZONTAL, 3" SEPARATION, POLYSTYRENE	CARLON	SP6W30-2
2	L297	CONDUIT, 6" PVC, TYPE EB-35, W/ BELLED END, 20' STICK	CARLON	68717-020

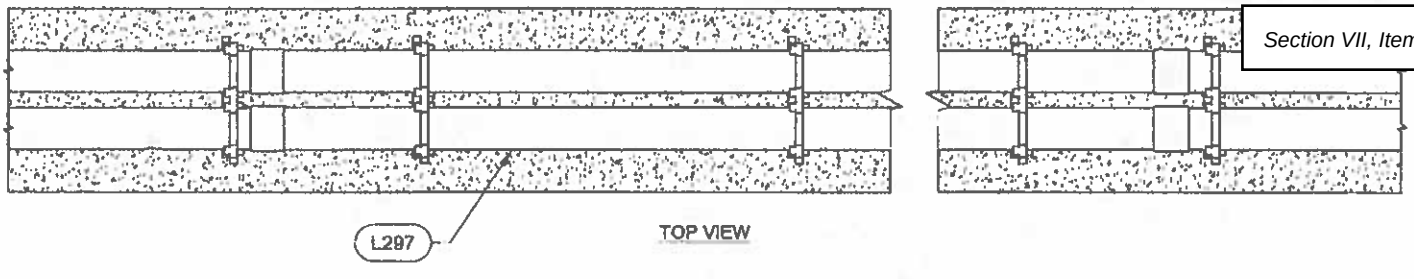
REV #	DESCRIPTION	DATE	DWN	DSN	APPR

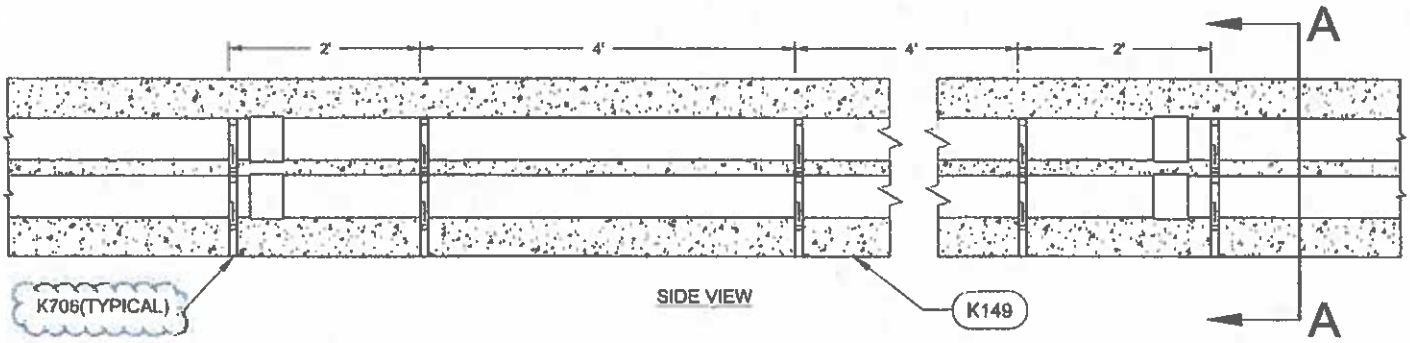
DESIGN PARAMETERS:

BHMG

TITLE: 2X1 6" DUCT BANK

DESIGN:
APPROVED:
DRAWN:
DATE:
SCALE: AS DWG
SHEET:





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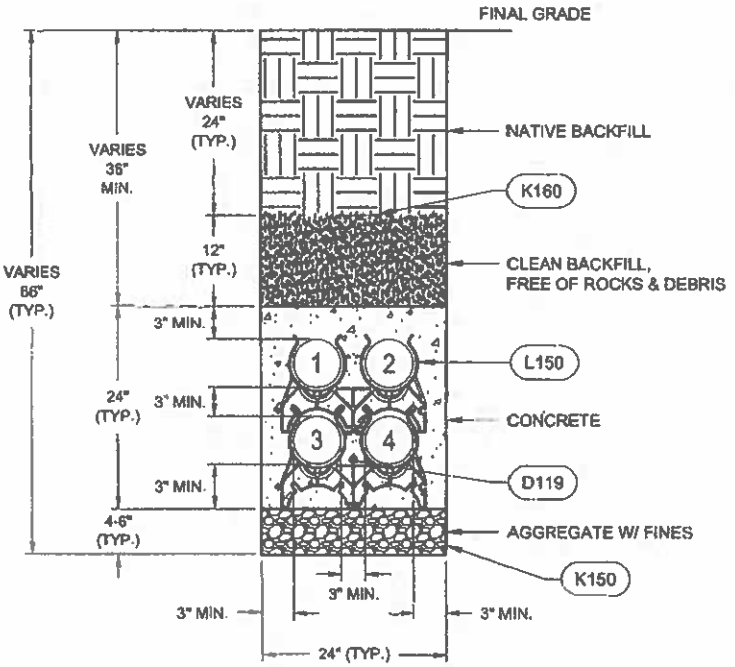

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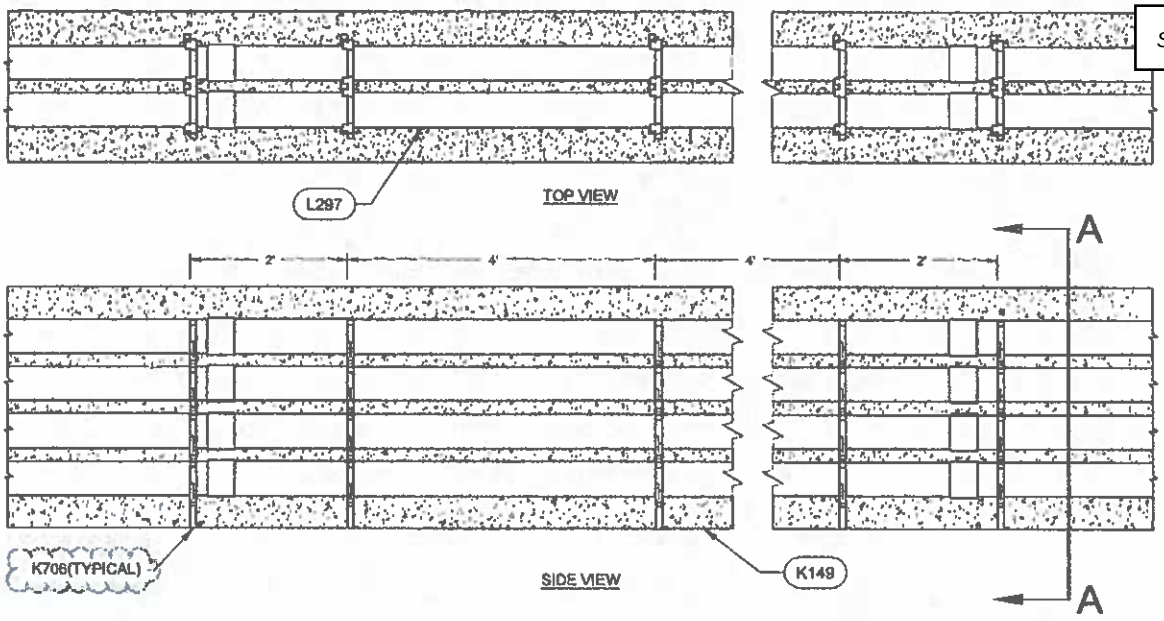
REV #	DESCRIPTION	DATE	PWR	DSN	APPR

DESIGN PARAMETERS:

BHMG

TITLE: 2X2 6" DUCT BANK

DESIGN: APPROVED: DRAWN: DATE: SCALE: AS DEMO



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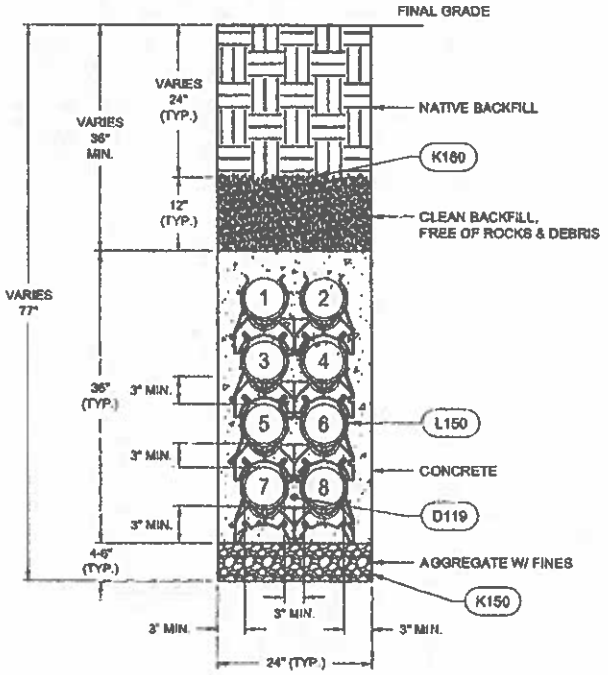

SECTION A-A
DUCT BANK CROSS SECTION

BILL OF MATERIALS

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5	K706	CEMENT BLOCK - PATIO 2" X 8" X 16"	-	-
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REV #	DESCRIPTION	DATE	DWN	DES	APPR

DESIGN PARAMETERS

BHMG

TITLE: 2X4 6" DUCT BANK

DESIGN:
APPROVED:
DRAWN:
DATE:
SCALE: AS SHOWN
SHEET:

DATE	BOM REV	PREPARED BY	APPROVED BY	BILL OF EQUIPMENT & MATERIALS	NOTES	DESCRIPTION
8/29/25	0	MMX	JPB			
9/19/25	1	MMX	JPB	222 CENTERPOINT DR ROCHELLE, IL 61068 2291 - CENTERPOINT SUBSTATION FEEDER EXIT SCOPE	SUITABLE MANUFACTURER AND PART NUMBERS	IFB - ADDENDUM #1

ITEM NO.	BOM REV ADDED	PROJECT TOTAL QTY.	UNIT	DESCRIPTION	MANUFACTURER	CATALOG OR STOCK NO.	REMARKS
B130	0	4	EA.	3M™ Mechanical Sheerbolt Lug, QL2 Series, Two-Hole	3M	QL2-A-350-750	
B300	0	22	EA.	Connector, Parallel Groove Clamp, #6-4/0 AWG, Bronze Alloy	Hubbell	ST4	
B308	0	2	EA.	Connector, Clamp, 5/8" Ground Rod, #10 to #1AWG Wire	Burndy	GRC58	
B309	0	2	EA.	Grounding Clamp, CU Cable to Transformer Tank, Hex Wrench Shoulder, 1/2"-13 Thd., #6 Sol. - 250 MCM CU	Hubbell	GTC541	
B315	0	60	EA.	Clamp, Parallel Groove, Bronze, Two-Bolt, w/ Separator, Main: 3/0 Str. - 500 MCM Cu, Tap: #4 Sol. - 500 MCM	Hubbell	KR5	
B317	0	12	EA.	Clamp, Grounding, 5/8-3/4" Rod to 2/0 Solid-250kcmil Copper Cable	Burndy	GAR8429	
B614	0	3	EA.	Lug Terminal for Transformer Secondary Bushing			
C108	0	3	EA.	Bolt, Machine, 5/8" x 18" w/ Square Nut	Hubbell	881B	
C203	0	7	EA.	Locknut, 5/8", Concave NF	Hubbell	3512	
C301	0	7	EA.	Washer, Spring, Formed Steel, 5/8", Hot Dip Galvanized	MacLean	13540	
C310	0	7	EA.	Washer, Square, Flat, 11/16" Hole, 2" x 2" x 3/16"	Hubbell	6812	
C311	0	8	EA.	Washer, Square, Curved, 11/16" Hole, 2-1/4" x 2-1/4" x 3/16"	Hubbell	681012	
C316	0	198	EA.	Washer, Flat, Round, 0.562" ID x 1.250" OD x 0.078" Thick, 316 Stainless Steel	Underground Devices	FAW316-18-040	
C403	0	84	EA.	Cable Strap, 1", Copper, Two-Hole	Nvent Erico	LPC808	
C502	0	8	EA.	Lag Screw, Galvanized, 1/2"x4", Twist-Drive Pilot Point Type	Hubbell	608500	
C508	0	198	EA.	Hex Head Cap Screw, 1/2"-13, 1-3/8" Long, 316 Stainless Steel	Underground Devices	FHC316-16-044	
C596	0	198	EA.	Tapcon 1/4" x 1-3/4" Star Torx Head Concrete Anchor Screws			
C516	0	198	EA.	Drop-In Anchor, 1/2"-13, 3" Long, 18-8 Stainless Steel	Underground Devices	FSRM-12	
C800	0	8	EA.	Clasp, Hold Down Bracket, 3"	Hubbell	EMHOTB1	
D108	0	1407	FT.	Cable, 15kV, 1/0AWG AL, 1/C, CN, Jacketed			
D115	0	20	FT.	#2 Wire AWG, 7 Strand, Copper, Bare			
D119	0	3570	FT.	4/0 AWG Copper, Bare, Soft Drawn, 7 STR			
D120	0	190	FT.	#14 AWG Wire, Copper, Soft Drawn, Bare			
D121	0	180	FT.	8250 MCM Copper, Bare, Stranded, Soft Drawn			
D150	0	15	EA.	3M™ Cold Shrink QS4 Integrated Splice QS4-15SP-CICI-350-750-BCA, 1 Kit/Case	3M	QS4-15SP-CICI-350-	
D401	0	10335	FT.	Cable, 15kV, 1/C 750CU, 220mils, (5.59mm), 133% Insulation level, MV-105	Okonite	115-23-3135	PROVIDED BY RMU
D408	0	2934	FT.	Cable, 35kV, 500 CU, 1/C, STR, .420MIL ins, 133% Insulation, EPR Jacket, 1/3N	Okonite	115-23-3671	PROVIDED BY RMU
D407	0	882	FT.	Cable, 35kV, 350 CU, 1/C, STR, .420MIL ins, 133% Insulation, EPR jacket, 1/3N	Okonite	115-23-3667	PROVIDED BY RMU
D408	0	294	FT.	1/C 500CU, 600VOLT, XLP Insulation	Okonite	112-24-2531	
D409	0	308	FT.	48ct. UCI Filler, All Dielectric, Polyethylene Jacket			
E301	0	1	EA.	5/8" x 8' Ground Rod, Copper plated	Hubbell	C815885	
E303	0	24	EA.	Ground Rod, 5/8" x 4', 10mil Copper-Bonded, 5/8-11 threaded ends	Hubbell	C835540	
E304	0	12	EA.	Ground Rod Coupling, Threaded, 5/8"-11, Copper-Bonded	Hubbell	CTC58	
G279	0	10	EA.	DMC Power Swage Connector			
J200	0	1	EA.	Fiberglass Foundation/Ground Sleeve	DMC	GS-75-73-3C-UG-87X62	PROVIDED BY RMU
J204	0	1	EA.	Junction Enclosure, Three Phase, Steel, Green	Hoffman	LU506823J2	
J205	0	3	EA.	3-Phase Junction Bar Mounting Panel w/ One Parking Stand, Galvanized	Hoffman	UJPTG	
J206	0	1	EA.	Ground Sleeve, for Junction Box	Nordic Fiberglass	GS 67-24-24-M-MG-60x14	
K147	0	2	CU. YD.	Crushed Stone, Clean	-	-	
K148	0	188	CU. YD.	Concrete, 2500psi min. nom. compressive strength, 7-9" Slump, 3/8" maximum aggregate size	-	-	ESTIMATED ONLY
K150	0	171	CU. YD.	Aggregate Base, Crushed Rock w/ Fines, CA6 or similar	-	-	ESTIMATED ONLY
K158	0	30	ROLLS	3M™ Super 33+ Vinyl Electrical Tape, 1.5" Width	3M	7010349613	
K160	0	3300	FT.	Scotchlok Disconnectable Buried Barricade Tape 408, "Caution Buried Electric Line Below", 6" Y 1000' Red	3M	7000133182	
K161	0	6	BA.	Hydraulic Cement			
K162	0	60	EA.	Cable Ties, Dry Lock, Plastic, 14" min. length	-	-	
K201	0	2	EA.	Safety Signs (for Padmounted Transformer)			
K700	0	8	EA.	Cover Plate, Steel	-	-	
K701	0	6	EA.	Cover Frame, Steel	-	-	
K702	0	6	EA.	Collar, Precast Concrete	-	-	
K704	0	8	EA.	Manhole, Torpedo, Precast Concrete, Top & Bottom Section, 8' x 14' x 7'	Champion	-	
K705	0	4	EA.	Vault, Precast Concrete, 4' x 6' x 4'	Champion	-	
L107	0	1	EA.	6" Conduit Strap Kit, for T-SLOT bracket	ALUMA-FORM	STK-6	
L150	0	2780	EA.	Spacer, 6" Snap-N-Stac, Two-Position Horizontal, 3" Separation, Polystyrene	Carlon	SP6W30-2	
L200	0	*	EA.	6" Female Terminal Adaptor, Female Threaded to Female Smoothwall	Carlon	E942R	
L203	0	61	EA.	End Bell 6" Sch. 80 PVC	Carlon	E997R	
L205	0	8	EA.	6" Plug, Polyethylene, w/ Pull Tab	Carlon	P256RT	
L208	0	61	FA.	6" End Cap, PVC, 2-3/4" Length, 6-5/8" ID, 0.1875" Thick	Plastic Supply	PVCCA06	
L287	0	1112	EA.	Conduit, 6" PVC, Type EB-35, w/ Belled End, 20' Stick	Carlon	66717-020	
L288	0	112	EA.	5" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49013-010	
L289	0	38	EA.	4" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49015-010	
L300	0	18	EA.	6" PVC Conduit,Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49017-010	
L307	0	3	EA.	6" Galvanized Steel Rigid Conduit, 10' stick			
L311	0	1	EA.	Elbow, Galv. Conduit (GRC), 6", 90° Radius	"	HOF-GE-6090048	
L313	0	3	EA.	Conduit Standoff Bracket, 6" Standoff, 12" T-SLOT Channel	ALUMA-FORM	9-CSD-12-WT	
L314	0	4	EA.	4" PVC 90° Sweep, 60" Radius, Sch. 40	Carlon	UA9W48	
L343	0	59	EA.	6" PVC 90° Sweep, 60" Radius, Sch. 40	Carlon	UA9R6	
L344	0	24	EA.	6" PVC 45° Sweep, 60" Radius, Sch. 40	Ptak	6P45X60	
L346	0	24	EA.	6" PVC 22.5° Sweep, 60" Radius, Sch. 40	Carlon	UA9R	
L348	0	20	EA.	6" PVC Sch. 40 Coupling	Carlon	E442R	
L349	0	2	EA.	3" PVC 90° Sweep, 60" Radius, Sch. 80	Carlon	U69AL-CAR	
L350	0	1	EA.	4" PVC 45° Sweep, 60" Radius, Sch. 80	Carlon	UA7AN	
L351	0	149	EA.	3" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe	Carlon	A15C9N1A3KA1000	
L352	0	10132	BA.	6" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe	Carlon	A22C9N1A3KA450	
L353	0	1	EA.	3" PVC 5° Sweep, 60" Radius, Sch. 40	Carlon	E94AL	
L354	0	1	EA.	3" PVC 45° Sweep, 60" Radius, Sch. 40	Carlon	UA7AL	
L355	0	2	EA.	3" PVC 22.5° Sweep, 48" Radius, Sch. 40	Carlon	UA5HL	
L356	0	298	EA.	1.5" Corrugated Inner Duct			
L357	0	1	EA.	3" Coupling, Transition for PVC to HDPE	Carlon	EL3.500	
L358	0	2	EA.	4" End Cap, PVC, 3-1/8" Length, 4-1/2" ID, 0.1875" Thick	Plastic Supply	8JD039	
S101	0	3	EA.	Cable Positioner Assembly, 0.75"-3" Cable OD, w/ AL Saddle, Poly. Foam Double Coated Bonding Tape, & Poly. Cable Tie	ALUMA-FORM	CS-820	
S501	0	42	EA.	Stanchion, 12" Long, 50% Glass Reinforced Nylon	Underground Devices	CR12-B	
S506	0	42	EA.	Stanchion, 48" Long, 50% Glass Reinforced Nylon	Underground Devices	CR48-B	
S519	0	66	EA.	20" Arm, 50% Glass Reinforced Nylon, Low Profile	Underground Devices	RA20LP	
S520	0	66	EA.	Arm Lock, Polycarbonate	Underground Devices	HDL	
T107	0	1	EA.	Transformer, Padmounted, Dual Bushing, 13.8kV-120/240V, 1-Phase, 100kVA			PROVIDED BY RMU
U102	0	15	EA.	Cold Shrink Jacket Seal Restoration Kit, 1.28-2.30" OD Range	Elastimold	600ECS	
U302	0	2	EA.	200A Loadbreak Elbow, 15kV, w/ test point & integral jacket seal kit	Eaton	LEJ215CC09TX	
U312	0	21	EA.	Cold Shrink QT-III Termination Kit, Indoor, Non-Skirted, 115kV BIL, JCN Cable, 15kV, 500-1000 MCM	3M	7645-T-110	
U315	0	24	EA.	Cold Shrink QT-III Termination Kit, Indoor, Non-Skirted, 150kV BIL, JCN Cable, 35kV, 3/0 AWG-500 MCM	3M	7655-T-150	
U401	0	2	EA.	Insulating Cap for 200A Bushing w/ Drain Wire	Eaton-Cooper	LPC215	
U501	0	1	EA.	Elbow Arrester, Deadfront, 200A, 15kV, 10kA 49kV MCOV, EPDM	Eaton	DAL215E8	
U503	0	3	EA.	Cold Shrink QT-III Termination Kit, Outdoor, 4-Skirt, 150kV BIL, JCN Cable, 15kV, 500-1000 MCM	3M	7665-S-4-3W	
U504	0	3	EA.	Secondary Terminal Lug, 2-Hole NEMA, 600V 1/C 500MCM CU Cable			
U505	0	3	EA.	3M™ Cold Shrink QS4 Integrated Splice QS4-15JCN-2-4/0	3M	QS4-15JCN-2-4/0	
U508	0	12	EA.	Cold Shrink QT-III Termination Kit, Outdoor, 8-Skirt, 200kV BIL, JCN Cable, 35kV, 2/0 AWG-600 MCM	3M	7665-S-8	
K706	0	525	EA.	Cement Block - Plain 2" x 8" x 16"	-	-	

ADDENDUM NO. 2

FOR

ROCHELLE MUNICIPAL UTILITIES

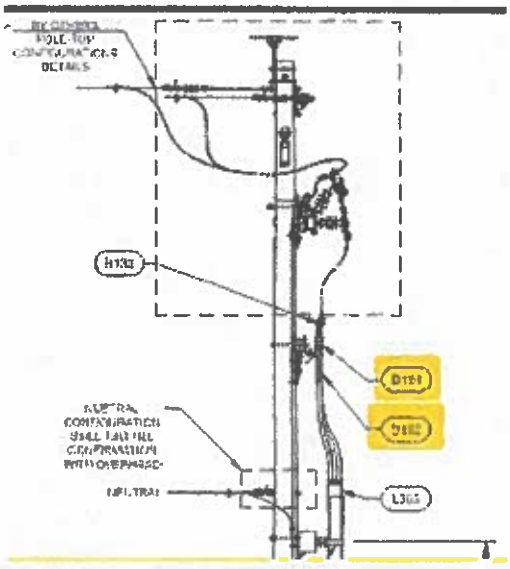
CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

October 1, 2025

ADD-2

1. Termination Poles outside of substation will be installed no earlier than July 2026. However, this is pending the steel vendor's production schedule.

2. Drawing #UC5-1R has been corrected per markup "Addendum #2_UG LineScope_9-29-25.pdf" of former parts D151 and D152 to U503 and S101.



3. Section 16120 – 2.1B spec updated below from 1000V to 600V.

3/C #4 AWG, 600V	160
4/C #8 AWG, 600V	410
4/C #10 AWG, 600V	1850
9/C #10 AWG, 600V	830

4. For Item D150, use Elastimold part number 15PCJ1M2380. This is noted in the BOM in the attached, "Addendum #2_UG LineScope_9-29-25.pdf".

5. BOMs underneath concrete and rock had number updated.

6. Cast in place anchor bolt cages are included with steel structures and will be delivered from steel manufacturer. Transformer and switchgear anchor bolts are to be provided by contractor. Anchor bolts are QTY 4 for transformer (10") and QTY 4 for switchgear (10").

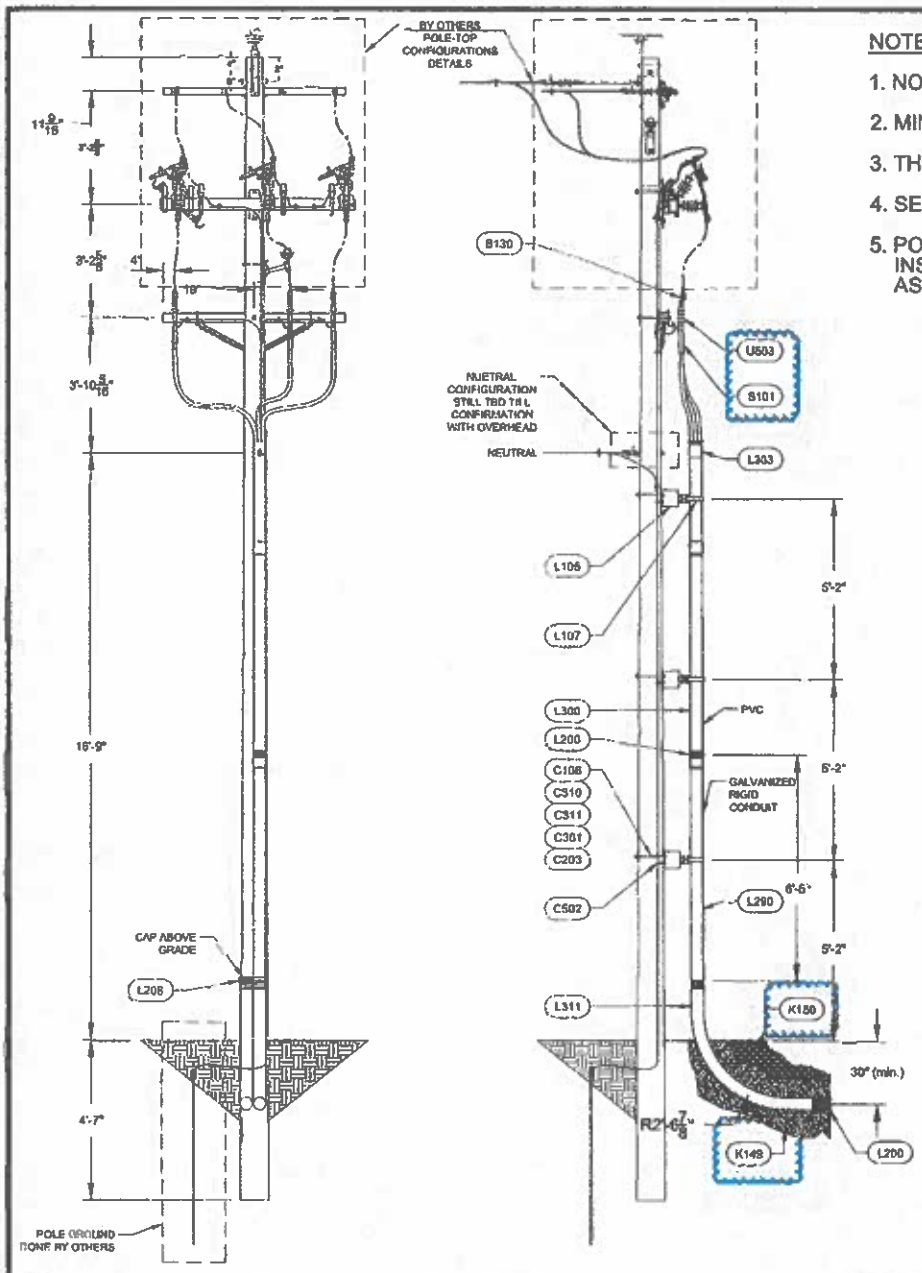
7. The bid due date has changed to Wednesday, 10/8/25 at 2:00 pm.

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to awooldridge@ymail.com

Name _____

Company Tri City Electric



NOTES:

1. NO BENDS PERMITTED WITHIN 6" OF CAB
2. MINIMUM 4" BETWEEN BOLTS.
3. THE TOP OF THE CONDUIT SHOULD BE ABOVE THE NEUTRAL.
4. SET RISER ELBOW IN CONCRETE.
5. POLE, GROUNDING, AND OVER HEAD FRAMING INSTALLED BY OTHERS AS REFLECTED IN ASSEMBLY BILL OF MATERIAL.

BILL OF MATERIALS

QTY	BHMG ITEM #	ITEM DESCRIPTION	MANUFACTURER	MANUFACTURER PART #
4	B130	3M™ MECHANICAL SHEARBOLT LUG, QL2 SERIES, TWO-HOLE	3M	QL2-A-350-750
3	C108	BOLT, MACHINE, 5/8" X 16" W/ SQUARE NUT	HUBBELL®	8816
7	C203	LOCKNUT, 5/8", CONCAVE MF	HUBBELL®	3512
7	C301	WASHER, SPRING LOCK, 13/64" X 5/32", FOR 5/8" BOLT	HUBBELL®	4036
8	C310	WASHER, SQUARE, FLAT, 11/16" HOLE, 2" X 2" X 1/8"	HUBBELL®	6812
6	C311	WASHER, SQUARE, CURVED, 11/16" HOLE, 2-1/4" X 2-1/4" X 3/16"	HUBBELL®	681012
6	C502	LAG SCREW, GALVANIZED, 1/2"X4", TWIST-DRIVE PILOT POINT TYPE	HUBBELL®	508500
3	L313	CONDUIT STANDOFF BRACKET, 9" STANDOFF, 12" T-SLOT CHANNEL	ALUMA-FORM	9-CSO-12-4WT
3	L107	6" CONDUIT STRAP KIT, FOR T-SLOT BRACKET	ALUMA-FORM	STK-6
4	L200	6" FEMALE TERMINAL ADAPTOR, FEMALE THREADED TO FEMALE SMOOTHWALL	CARLON	E942R
1	L290	6" GALVANIZED RIGID STEEL CONDUIT, 10' STICK	-	-
1	L203	END BELL, 6" PVC, SCH. 80	CARLON	E997R
3	L300	6" PVC CONDUIT, SCH. 40, W/ BELL END, 10' STICKS	CARLON	49017-010
2	L311	ELBOW, GALV. CONDUIT (GRC), 6",90°, 48" RADIUS	ATKORE	-
3	U503	COLD SHRINK QT-III TERMINATION KIT, OUTDOOR, 4-SKIRT, 150KV BIL, JCN CABLE, 15KV, 300-1000 MCM	3M	7695-S-4-3W
3	S101	CABLE POSITIONER ASSEMBLY, 0.75"-3" CABLE OD, W/ AL SADDLE, POLY. FOAM DOUBLE COATED BONDING TAPE, & POLY. CABLE TIE	ALUMA-FORM	CS-820
AS REQ	K149	CONCRETE, 2500PSI, 7-8" SLUMP, W/ 1/2" OR LESS	-	-
AS REQ	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-

REV:	DESCRIPTION	DATE:	DWN	DSN	APPR.

MAXIMUM LINE ANGLE:
SEE TABLE I
(RUS BULLETIN 1728F-804)

BHMG

TITLE:
UG THREE PHASE RISER
W/ CONCRETE ENCASED
GALVANIZED RIGID CONDUIT

DESIGN:
APPROVED:
DRAWN:
DATE:
SCALE: AS SHOWN
SHEET:

DATE	BOM REV	PREPARED BY	APPROVED BY	BILL OF EQUIPMENT & MATERIALS	NOTES		DESCRIPTION
8/29/25	0	MNK	JPS				
9/16/25	1	MNK	JPS	322 CENTERPOINT DR ROCHELLE, IL 61068 2201 - CENTERPOINT SUBSTATION FEEDER EXIT SCOPE	SUITABLE MANUFACTURER AND PART NUMBERS		(FB - ADDENDUM #2
9/29/25	2	MNK	JPS				

ITEM NO.	BOM REV ADD'D	PROJECT TOTAL QTY.	UNIT	DESCRIPTION	MANUFACTURER	CATALOG OR STOCK NO.	REMARKS
B130	0	4	EA.	3M™ Mechanical Shearbolt Lug, QL2 Series, Two-Hole	3M	QL2-A-350-750	
B300	0	22	EA.	Connector, Parallel Groove Clamp, #6-4/0 AWG, Bronze Alloy	Hubbell	BT4	
B306	0	2	EA.	Connector, Clamp, 5/8" Grouted Rod, #10 to #1AWG Wire	Burndy	GRC58	
B308	0	2	EA.	Grounding Clamp, CU Cable to Transformer Tank, Hex Wrench Shoulder, 1/2"-13 Thd., #6 Sol. - 250 MCM CU	Hubbell	GTC841	
B316	0	60	EA.	Clamp, Parallel Groove, Bronze, Two-Bolt, w/ Separator, Main: 3/0 Str. - 600 MCM Cu, Tap: #4 Sol. - 500 MCM	Hubbell	KR5	
B317	0	12	EA.	Clamp, Grounding, 5/8-3/4" Rod to 2/0 Solid-250kcmil Copper Cable	Burndy	GAR8429	
B614	0	3	EA.	Lug Terminal for Transformer Secondary Bushing			
C108	0	3	EA.	Bolt, Machine, 5/8" x 18" w/ Square Nut	Hubbell	5816	
C203	0	7	EA.	Locknut, 5/8", Concave MF	Hubbell	3512	
C301	0	7	EA.	Washer, Spring, Formed Steel, 5/8", Hot Dip Galvanized	Marsteel	42540	
C310	0	7	EA.	Washer, Square, Flat, 11/16" Hole, 2" x 2" x 1/8"	Hubbell	5812	
C311	0	4	EA.	Washer, Square, Curved, 11/16" Hole, 2-1/4" x 2-1/4" x 3/16"	Hubbell	681012	
C316	0	139	EA.	Washer, Flat, Round, 0.562" ID x 1.250" OD x 0.078" Thick, 316 Stainless Steel	Underground Devices	FFW316-18-040	
C403	0	84	EA.	Cable Straps, 1", Copper, Two-Hole	Nvent Erico	UPC809	
C502	0	6	EA.	Lag Screw, Galvanized, 1/2"x6", Twist-Drive Pilot Point Type	Hubbell	504500	
C505	0	186	EA.	Hex Head Cap Screw, 1/2"-13, 1-3/8" Long, 316 Stainless Steel	Underground Devices	FHC316-16-044	
C606	0	168	EA.	Tapcon 1/4" x 1-3/4" Star Torx Head Concrete Anchor Screws			
C610	0	186	EA.	Drop-In Anchor, 1/2"-13, 2" Long, 18-8 Stainless Steel	Underground Devices	FSRM-12	
C800	0	8	EA	Clevis, Hold Down Bracket, 3"	Hubbell	FNH0781	
C108	0	1407	FT.	Cable, 15kV, 1/0AWG AL, 1/C, CN, Jacketed			
C118	0	20	FT.	#2 Wire AWG, 7 Strand, Copper, Bare			
C119	0	3570	FT.	4/0 AWG Copper, Bare, Soft Drawn, 7 STR			
D120	0	180	FT.	#14 AWG Wire, Copper, Soft Drawn, Bare			
D121	0	180	FT.	#12 AWG Copper, Bare, Stranded, 2+2-7 STR			
D150	0	15	EA.	Metal Oxide, 15kV, Polymerium, Fully Shielded A Gapless Type, Polymer, For 750KCMIL CU	Elastimold	15PCUM2340	
D401	0	10335	FT.	15kV, 100% 1/C 500KCMIL Copper, CN Shield, 133% Insulation Level, MC-PIC	Okonite	115-23-5461	PROVIDED BY RMU
D406	0	2634	FT.	Cable, 35kV, 500 CU, 1/C, STR, 420MILS ins, 133% Insulation, EPR Jacket, 1/3N	Okonite	115-23-3471	PROVIDED BY RMU
D407	0	662	FT.	Cable, 35kV, 350 CU, 1/C, STR, 420MILS ins, 133% Insulation, EPR Jacket, 1/3N	Okonite	115-23-3967	PROVIDED BY RMU
D408	0	291	FT.	1/C 600CU, 600V/AD, XLP Insulation	Okonite	112-24-2531	
D409	0	300	FT.	48ct, UG Fiber, All Dielectric, Polyethylene Jacket			
E301	0	1	EA	5/8" x 8' Ground Rod, Copper plated	Hubbell	C811M8	
E303	0	24	EA.	Ground Rod, 5/8" x 4', 10mil Copper-Bonded, 5/8-11 threaded ends	Hubbell	C838M8	
E304	0	12	EA.	Ground Rod Coupling, Threaded, 5/8"-11, Copper-Bonded	Hubbell	CTC58	
G378	0	10	EA.	DNC Power Swage Connector			
J200	0	1	EA.	Fiberglass Foundation/Ground Sleeve	IMC	GS-75-73-36-WO-877X82	PROVIDED BY RMU
J204	0	1	EA.	Junction Enclosure, Three-Phase, Steel, Green	Hoffman	LU30W24H8	
J205	0	3	EA.	3-Phase Junction Bar Mounting Panel w/ One Parking Stand, Galvanized	Hoffman	UJP10	
J206	0	1	EA.	Ground Sleeve, for Junction Box	Nordic Fiberglass	GS-87-24-24M-MG-60X14	
K147	0	3	CU. YD.	Crushed Stone, Clean			
K148	0	148	CU. YD.	Concrete, 2500psi min. mini, compressive strength, 7-9" slump, 3/8" maximum aggregate size			ESTIMATED ONLY
K150	0	171	CU. YD.	Aggregate Base, Crushed Rock w/ Fines, CA6 or similar			ESTIMATED ONLY
K154	0	30	ROLLS	3M™ Super 33+ Vinyl Electrical Tape, 1.5" Width	3M	7010339713	
K160	0	3300	FT.	Scotch® Detectable Buried Barricade Tape 404, "Caution Buried Electric Line Below", 6" X 1000' Red	3M	7000133192	
K161	0	6	EA	Hydraulic Cement			
K162	0	60	EA	Cable Ties, "Zip" Lock, Plastic, 14" min. length)			
K601	0	2	EA.	Safety Signs for Pedmounted Transformer)			
K700	0	1	EA.	Cover Plate, Steel			
K701	0	1	EA.	Cover Frame, Steel			
K702	0	1	EA.	Collar, Precast Concrete			
K704	0	6	EA.	Manhole, Tornado, Precast Concrete, Top & Bottom Section, 8' x 14' x 7'	Champion		
K705	0	4	EA.	Vault, Precast Concrete, 4' x 8' x 4'	Champion		
L107	0	1	EA.	6" Conduit Strap Kit, for T-SLOT bracket	ALUMA-FORM	ATK-6	
L150	0	2760	EA.	Spacer, 6" Strap-N-Stay, Two-Position Horizontal, 3" Separation, Polystyrene	Carlon	68-00700-2	
L200	0	1	EA.	6" Female Terminal Adapter, Female Threaded to Female Smoothwall	Carlon	E924R	
L203	0	61	EA.	End Bell 6" Sch. 80 PVC	Carlon	E926R	
L205	0	8	EA.	6" Plug, Pulwell-ware, w/ Pull Tab	Carlon®	P726PT	
L208	0	51	EA.	6" End Cap, PVC, 2-3/4" Length, 6.446" ID, 0.1875" thick	Plastic Supply	PVCCAP6	
L297	0	1112	EA.	Conduit, 6" PVC, Type EB-35, w/ Belled End, 20' Stick	Carlon	68717-020	
L298	0	112	EA.	3" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49013-010	
L299	0	36	EA.	4" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49015-010	
L300	0	19	EA.	6" PVC Conduit,Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49017-010	
L307	0	3	EA.	6" Galvanized Steel Rigid Conduit, 10' stick			
L311	0	1	EA.	Elbow, Galv. Conduit (GRC), 6", 90°, 48" Radius		HOF-GR-6090048	
L313	0	2	EA.	Conduit Standoff Bracket, 6" Standoff, 12" T-SLOT Channel	ALUMA-FORM	6-SBO-12-1WT	
L314	0	4	EA.	4" PVC 90° Sweep, 60" Radius, Sch. 40	Carlon	UA90NB	
L343	0	58	EA.	6" PVC 90° Sweep, 60" Radius, Sch. 40	Carlon	UA90RB	
L344	0	24	EA.	6" PVC 45° Sweep, 60" Radius, Sch. 40	Pipe	6P45090	
L345	0	24	EA.	6" PVC 22.5° Sweep, 60" Radius, Sch. 40	Carlon	UA06R	
L346	0	20	EA.	6" PVC Sch. 40 Coupling	Carlon	E946R	
L348	0	2	EA.	3" PVC 90° Sweep, 60" Radius, Sch. 80	Carlon	UB03AL-CAR	
L349	0	1	EA.	4" PVC 45° Sweep, 60" Radius, Sch. 80	Carlon	UA74N	
L351	0	148	EA.	3" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe	Carlon	A15C0N1A3KA1600	
L352	0	10132	EA.	4" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe	Carlon	A22C0N1A4KA480	
L353	0	1	EA.	3" PVC 3" Sweep, 60" Radius, Sch. 40	Carlon	E943L	
L354	0	1	EA.	3" PVC 45° Sweep, 60" Radius, Sch. 40	Carlon	UA74L	
L355	0	2	EA.	3" PVC 22.5° Sweep, 48" Radius, Sch. 40	Carlon	UA04L	
L356	0	298	EA.	1.5" Corrugated Inner Duct			
L357	0	1	EA.	3" Coupling, Transition for PVC to HDPE	Carlon	EL3 600	
L358	0	2	EA.	4" End Cap, PVC, 3-1/8" Length, 4-1/2" ID, 0.1875" thick	Plastic Supply	4UC09	
S101	0	3	EA.	Cable Positioner Assembly, 0.75"-3" Cable OD, w/ AL Saddle, Poly Foam Double Coated Bonding Tape, & Poly. Cable Tie	ALUMA-FORM	CS-300	
S501	0	43	EA.	Stanchion, 12" Long, 50% Glass Reinforced Nylon	Underground Devices	CR12-B	
S508	0	42	EA.	Stanchion, 48" Long, 50% Glass Reinforced Nylon	Underground Devices	CR48-B	
S519	0	86	EA.	20° Arm, 50% Glass Reinforced Nylon, Low Profile	Underground Devices	RA20LP	
S520	0	86	EA.	Arm Lock, Polycarbonate	Underground Devices	HDL	
T107	0	1	EA.	Transformer, Padmounted, Dual Bushing, 13.8kV-120/240V, 1-Phase, 100kVA			PROVIDED BY RMU
U102	0	15	EA.	Cold Shrink Jacket Seal Restoration Kit, 1.26-2.30" OD Range	Elastimold	600EC8	
U202	0	2	EA.	200A Loadbreak Elbow, 15kV, w/ test point & integral jacket seal lip	Eaton	LELB15CC06TX	
U312	0	21	EA	Cold Shrink QT-III Termination Kit, Indoor, Non-Skirted, 110kV BIL, JCN Cable, 15kV, 500-1000 MCM	3M	7646-T-110	
U318	0	24	EA	Cold Shrink QT-III Termination Kit, Indoor, Non-Skirted, 150kV BIL, JCN Cable, 35kV, 3/0 AWG-600 MCM	3M	7646-T-150	
U401	0	2	EA	Insulating Cap for 200A Bushing w/ Drain Wire	Eaton-Cooper	LPC-215	
U501	0	1	EA.	Elbow Arrester, Deadfront, 200A, 15kV, 10kA 4kV MCOV, EPDM	Eaton	DAL215E6	
U530	0	3	EA.	Cold Shrink QT-III Termination Kit, Outdoor, 4-8in, 150kV BIL, JCN Cable, 15kV, 300-1000 MCM	3M	7665-8-4-3W	
U604	0	3	EA.	Secondary Terminal Lug, 2-Hole NEMA, 600V 1/C 500MCM CU Cable			
U606	0	2	EA	3M™ Cold Shrink QS4 Integrated Splice QS4-1MCN-2-4/0	3M	QS4-1MCN-2-4/0	
U608	0	12	EA	Cold Shrink QT-III Termination Kit, Outdoor, 8-8in, 200kV BIL, JCN Cable, 35kV, 3/0 AWG-600 MCM	3M	7665-8-8	
K706	0	858	EA.	Openend Block - Patio 2" x 8" x 16"			

ADDENDUM NO. 3

FOR

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

October 6, 2025

ADD-3

1. Offload of the transformer and switchgear is provided by others and is not the Contractor's responsibility.

2. We defer to the pre-cast contractor / manufacturer's recommendation for the pre-cast fence foundation style and size. This supersedes clarifications provided in the RFI clarifications document dated 10-01-25.

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to awooldridge@bhmg.com

Name Jeff Kay

Company Tri-City Electric

Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED.®

10/8/2025

Rochelle Municipal Utilities
420 N 6th St.
Rochelle, IL 61068

RE: Centerpoint Substation Installation Contract

Proposed Subcontractors are as follows:

- Treiber Construction
- ISE (Industrial Steel Erectors)
- Quad Cities Directional Boring, Inc.
- Ace Pumping
- Miller Excavating & Trucking
- QC Silt Fence
- Geocon (Concrete & soil testing)
- Lovewell Fence
- Taylor Ridge Paving
- Blackhawk Foundation Co

Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED®

10/8/2025

Rochelle Municipal Utilities
420 N 6th St.
Rochelle, IL 61068

RE: Centerpoint Substation Installation Contract

Proposed Suppliers are as follows:

- Van Meter Inc.
- Electrorep Energy Products, Inc.
- DMC Power
- Champion Precast Inc.
- Oldcastle Infrastructure
- Prairie Materials (Concrete Ready-Mix)
- Macklin Materials (Crushed Stone)
- Whitecap (Rebar)
- Howard Steel (Misc. Steel)
- Utility Pre-Cast (Pre-Cast Wall)
- Unit step Joliet (Pre-Cast Stairs)

October 8,2025

Mr. Chris A Couch
Rochelle Municipal Utilities
420 N 6th Street
Rochelle IL 61068
2201 K003

RE: Rochelle Municipal Utilities Centerpoint Substation Installation Contract

Mr. Couch,

The L.E. Myers Co. is pleased to offer our proposal for the Centerpoint Substation project. In addition, this proposal is based on the following provisions and clarifications:

1. Delays outside the control of The L.E. Myers Co., including owner furnished material deliveries, may be the basis for schedule and cost changes associated to the delays.
2. The L. E. Myers Co assumes the existing yard can be used as a laydown area.
3. This pricing considers that any materials/equipment supplied by client that needs to be picked up will be picked up from a designated area within the city limits of Rochelle.
4. The L.E Myers Co's price is based of the schedule. L.E. Myers may request to delay receiving of Switchgear and Transformer depending on the readiness of the foundations and completion of duct bank inside the substation.
5. This pricing considers only one mobilization. It is in the assumption that the riser poles will be erected no later than July 15, 2026.
6. The L.E. Myers Co will have a safety certified general foreman on site and no designated safety officer will be assigned for this project full time but will make regular site visits.
7. Since Liquidated Damages are not explicitly defined, L.E. Myers take exception to LD's at this time until a mutually agreeable schedule can be defined.
8. This pricing does not include contingencies for underground utilities that could affect below grade construction activities, including relocating any underground utilities or air-knife or hydro-excavation to locate utilities.
9. This pricing does not consider any cost for offloading and setting the transformer and Switchgear on to the pad.
10. This pricing assumes that the Owner will be responsible for transformer Oil fill, delivery, off-loading, setting, trimming, filling, and testing/commissioning of the transformer.
11. This pricing assumes that the Switchgear is purchased and set on foundation by the Owner's contractor.
12. This pricing assumes that the Switchgear will arrive pre-assembled. This pricing does not include supply and installation of EMT and cable trays inside the Switchgear.
13. This pricing does not include NERC test report.
14. This pricing does not include any fiber splicing.
15. This pricing does not include panel to panel wiring and only assumes pulling and termination based on the cable schedule.
16. This price does not consider any temporary panels during construction.
17. This pricing does not consider remediation haul off and dump fees for any spoils. It is in the assumption that all spoils can be left on site.
18. This pricing does not include any cost for acquiring permits.
19. This price does not include remediation of any existing material.
20. This pricing does not consider chemical and mechanical stabilization of existing subgrade.

21. This price does not include relocation of any utility.
22. This price does not include hydroexcavation for underground exploration.
23. Drilling is according to Geotechnical Report with no provisions included for Artesian Conditions.
24. The testing of the switchgear is dependent on the delivery of 15kv and 34kV Switchgear Grounding and Test Device. This is currently quoted at 40-44 weeks.
25. This proposal is based on current material lead times and pricing and does not assume large fluctuations in either at the time of award.
26. Proposal is based on a lump sum amount.
27. The lumpsum amount includes the allowance of $ 150,000.
28. Project award is based on mutually agreeable Terms and Conditions between The L.E. Myers Co. and Rochelle Municipal utilities.
29. The L.E. Myers Co prefers to have the transformer and Switchgear delivered at a later time. As storage fee is not explicitly defined, it is assumed that the storage fee for the switchgear is $ 2,500/mo.
30. This pricing does not cover any temporary power. It is in the assumption that RMU will provide temporary power.
31. Accommodation and Transportation cost for manufacturer's representative is not included in this price.
32. Proposed Subcontractors and Suppliers: Civil – *L. Keeley Construction, Poettker; Materials supply – Springfield Electric, Dunker Electric, Fletcher-Reinhardt Company, Paresources, DMC Power, Champion, Nvent; Testing and Commissioning – Voltyx; Staking – Zahner; Fence Manufacturer – Utility Concrete Products LLC; Boring Services – Utility Dynamics Corporation , L.E. Myers Co*

The L.E. Myers Co. appreciates the opportunity to bid and looks forward to discussions involving project award.

If you have any questions or need further clarifications, please contact me at (207) 859-2921.

Sincerely,
The L.E. Myers Co.

Lance McFarland
District Manager

SECTION 00420

Qualifications

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Appointment of Counsel

B. Pre-qualifications

C. Bidder's Qualifications

D. Certifications

E. References

F. Signatures.

1.02 AWARD OF BID

A. Failure of Bidder to meet all qualification criteria as stated in these Specifications shall disqualify Bidder from consideration for the Project.

B. The Owner reserves the right to exclude Bidder from consideration due to the Bidder's failure to present with written documentation his experience and capability to complete the project to the Owner's expectations.

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

A. Bidder has appointed _____, whose address is _____, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

2.02 PRE-QUALIFICATION

A. Failure of Bidder to meet the Pre-qualification requirements as stated in the Instruction to Bidders Bid shall disqualify Bidder from consideration for the Project.

2.03 BIDDER'S QUALIFICATIONS

A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.

B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers.

C. Bidder shall submit documentation proving that the Bidder is capable of funding the Project and is not in financial hardship.

D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work.

E. Bidder's subcontractors shall be the responsibility of the Bidder and shall be considered part of the Bidder's company and shall meet qualification requirements for all aspects of the Project.

2.04 CERTIFICATIONS

A. The Bidder certifies the following as required by law:

1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.

2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.

3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

___ Individual	___ Real Estate Agent
___ Partnership	___ Government Entity
X Corporation	___ Trust or Estate

4. Bidder, if an individual, is not in default on an educational loan.

2.05 REFERENCES

A. Bidder shall submit a minimum of three (3) written letters of recommendation with references' signatures and contact information to the Engineer.

B. These References shall be from the Owner, Project Manager, or other individual who is knowledgeable on the project, or recent previous Projects with very similar Scope of Work completed under the current Bidder's name.

C. Bidder shall submit a minimum of three (3) company brochures, or company information sheets, along with list of completed equivalent projects.

2.06 SIGNATURES

Firm Name:	The L.E. Myers Co.
Federal Taxpayer Identification Number:	36-1517230
By:	
Title:	District Manager
By:	
Title:	

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power of attorney must be submitted with the bid.

PART 3 – EXECUTION *NOT USED*

END OF SECTION

Non-Collusion Affidavit

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

STATE OF Illinois

COUNTY OF Macon

Lance McFarland, being first duly sworn, deposes and says that he is District Manager * (~~sole owner, partner, president, secretary~~, etc.) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: Lance McFarland

Title: District Manager

Subscribed and sworn to before me this 7th day of October 20 25

Seal of Notary:

Misty D. Edwards
Notary Public

OFFICIAL SEAL
MISTY DAWN EDWARDS
Notary Public, State of Illinois
Commission No. 1007930
My Commission Expires April 07, 2029

* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner, a partner, secretary", etc. should be struck out.

ADDENDUM NO. 1

FOR

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

September 24, 2025

ADD-1

1. The switchgear is expected to be delivered at the end of November 2025. This is pending the OEM schedule.

2. Foundations poured by 3/1/26 is a critical date because Rochelle will be subject to storage fees by the switchgear vendor.

3. Topsoil can be stockpiled on site and used as fill in areas. Soil will not need to be removed from site.

4. Contractor will be fully responsible for the Perimeter Pre-Cast Fence (design and installation). See Section 03550 Precast Wall Systems and drawings in bid package for fence details and suggested manufacturers.

5. Clarification - Contractor to plan for one remobilization to pull the cables to the termination poles when they are delivered. The installation of the termination poles are not part of this contract.

6. Clarification – The switchgear will be completely built out. Power connections, and external connections to external equipment are contractor responsibility. (See preliminary outdoor cable schedule)

7. Per IFB drawing mark up 8-29-25, 4 culverts are required underneath entrance roadway.

UG Line / Feeder Exit Scope:

No impact on quantity/units – drawing callout clarifications only:

1. Sheet 3 of 17 on Feeder Exit Construction Drawings (2201-L-01-3):
    - Conduit and Cable Install Schedule Start and End point 8 to point 9 should read point 9 to point 10 on row 15 of table.
2. Sheet 7 of 17 on Feeder Exit Construction Drawings (2201-L01-7):
    - Span Note labeled "11-12" should read "10-12".
3. Sheet 4B of 17 on Feeder Exit Construction Drawings (2201-L-01-4B):
    - Span Note labeled "4-13" should read "4-14".

Impacts quantities/units:

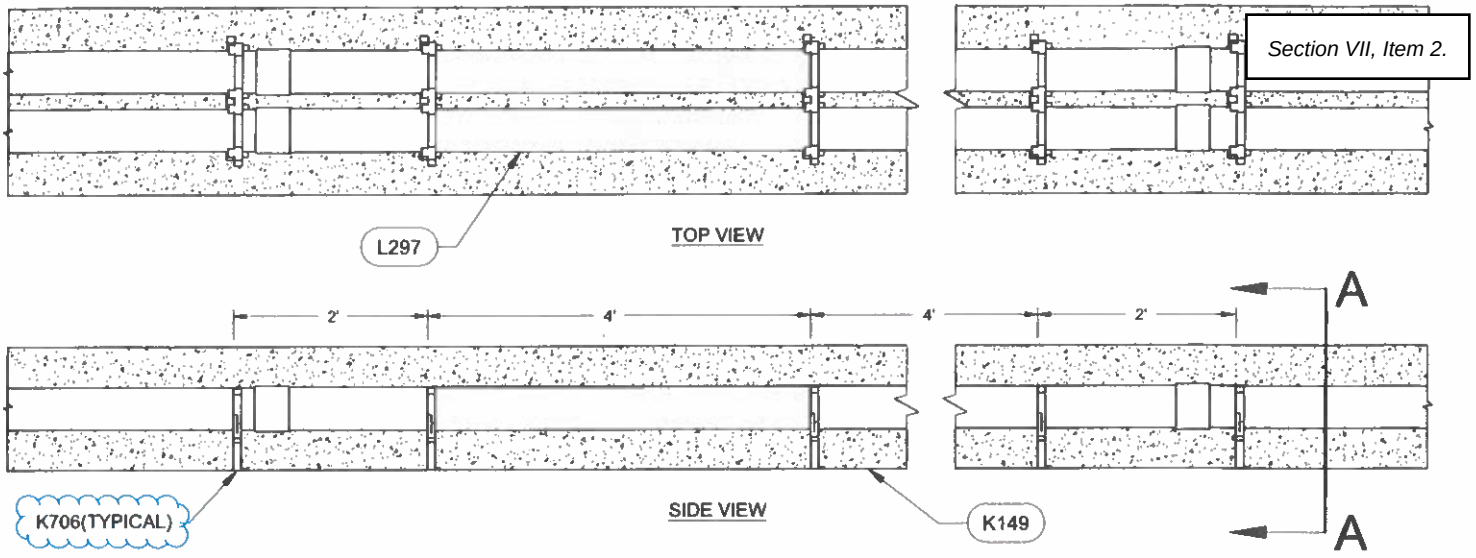
4. Note – all revisions from IFB package assembly drawings are clouded, updated BOM also included. Summary:
    - Update to assembly UA.2 (spacers, bond wire, concrete blocks)
    - Update to assembly UA.4 (spacers, bond wire, concrete blocks)
    - Update to assembly UA.5 (spacers, bond wire, concrete blocks)
    - Updated BOM PDF
        - Includes spacer quantity correction (item L150)
        - Includes concrete block quantity addition (item K706)
        - Includes bond wire quantity correction (item D119)

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to awooldridge@ymail.com

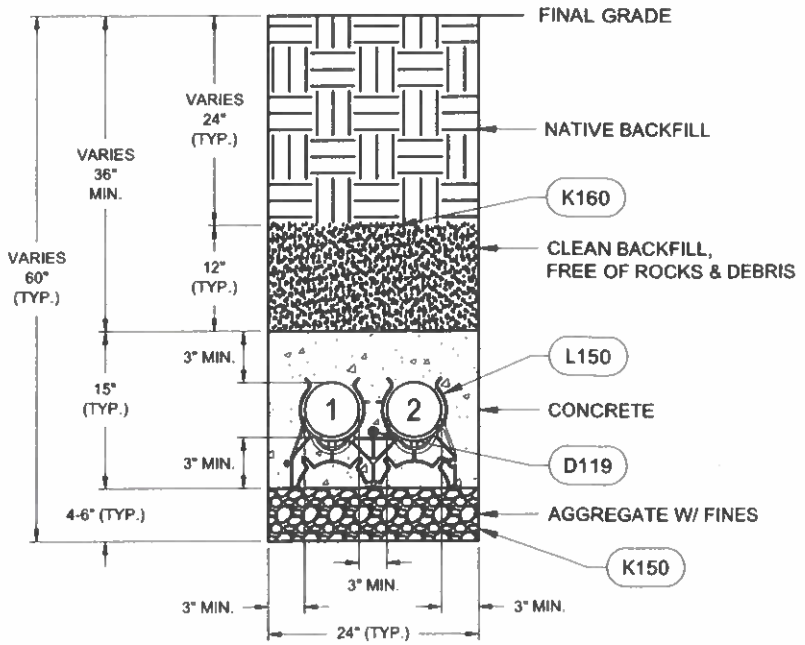
Name Christina Whitehead

Company L. E. Myers Co



NOTES:

1. MINIMUM BURIAL DEPTH OF THE DUCT BANK ENCASEMENT SHALL BE 36 INCHES, AS MEASURED FROM THE TOP OF THE DUCT BANK ENCASEMENT TO THE EXISTING OR FINAL GRADE. 60 INCHES MINIMUM DEPTH WHERE OVERLAPPING WITH SUBSTATION GROUND GRID.
2. THE BOTTOM OF THE EXCAVATION SHALL CONSIST OF FIRM, WELL-COMPACTED, UNDISTURBED EARTH OR BACKFILL.
3. ALL BACKFILL MATERIAL SHOULD BE ADEQUATELY COMPACTED TO LIMIT SETTLING UNDER THE FINAL GRADE.
4. A MINIMUM OF 3" SPACING SHALL BE MAINTAINED BETWEEN EACH CONDUIT IN ALL DIRECTIONS, AS WELL AS BETWEEN CONDUITS AND THE WALLS OF THE EXCAVATION.
5. A BARE COPPER CONDUCTOR (BOND WIRE) SHALL BE INSTALLED IN THE ENCASEMENT ALONG ITS LENGTH FOR PURPOSES OF ESTABLISHING A CONTINUOUS GROUND REFERENCE. IT SHALL BE LOCATED CENTERED TOWARDS THE BOTTOM OF THE DUCT BANK, SUCH THAT THE ENCASEMENT WILL COMPLETELY ENCAPSULATE IT. THE BOND WIRE SHALL TIE TO GROUNDING SYSTEMS AT EACH END OF THE DUCT BANK.
6. SPACERS SHOULD BE INSTALLED EVERY 4' FOR STRAIGHT RUNS. MAINTAIN A MINIMUM OF 2' DISTANCE BETWEEN SPACERS AT CONDUIT JOINTS.
7. INSTALL BLOCKS UNDERNEATH SPACERS AT EACH SPACER LOCATION.



SECTION A-A
DUCT BANK CROSS SECTION

BILL OF MATERIALS

QTY	BHMG ITEM #	ITEM DESCRIPTION	MANUFACTURER	MANUFACTURER PART #
20 FT	D119	4/0 AWG COPPER, BARE, SOFT DRAWN, 7 STR	-	-
AS REQ'D	K149	CONCRETE, 2500PSI MIN. NOM. COMPRESSIVE STRENGTH, 7-8" SLUMP, 3/8" MAXIMUM AGGREGATE SIZE	-	-
AS REQ'D	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-
5	K706	CEMENT BLOCK - PATIO 2" X 8" X 16"	-	-
20 FT	K160	SCOTCH® DETACHABLE BURIED BARRICADE TAPE 408, "CAUTION BURIED ELECTRIC LINE BELOW", 6" X 1000', RED	3M	7000133192
5	L150	SPACER, 6" SNAP-N-STAC, TWO-POSITION HORIZONTAL, 3" SEPARATION, POLYSTYRENE	CARLON	SP6W30-2
2	L297	CONDUIT, 6" PVC, TYPE EB-35, W/ BELLED END, 20' STICK	CARLON	68717-020

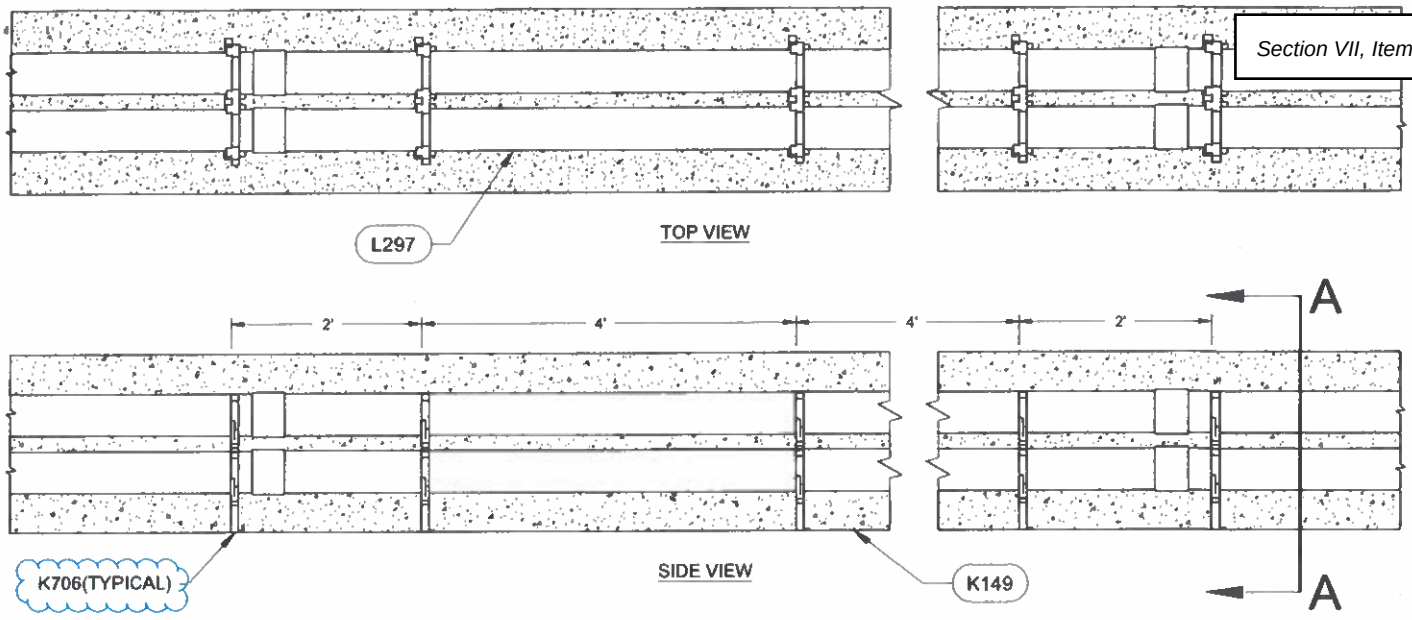
REV #	DESCRIPTION	DATE	DWN	DSN	APPR

DESIGN PARAMETERS

BHMG ENGINEERS INC
9735 LANDMARK PARKWAY DRIVE SUITE 110A
ST LOUIS, MO 63127 (636) 256-8600
WWW.BHMG.COM
ILLINOIS LICENSE NO - 184004266-002

TITLE: 2X1 6" DUCT BANK

DESIGN:
APPROVED:
DRAWING #
DATE:
SCALE: AS DIM'D
SHEET



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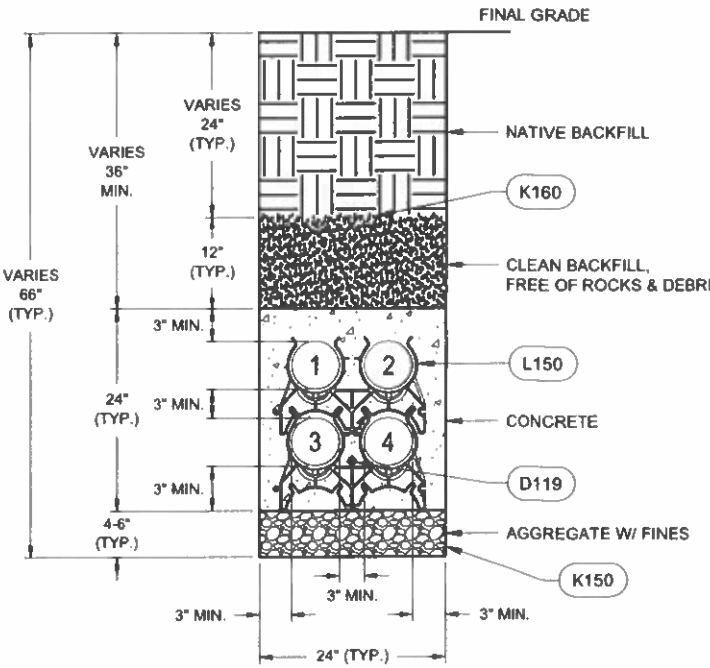

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BILL OF MATERIALS

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AS REQ'D	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-
5	K706	CEMENT BLOCK - PATIO 2" X 8" X 16"	-	-
20 FT	K160	SCOTCH® DETACHABLE BURIED BARRICADE TAPE 408, "CAUTION BURIED ELECTRIC LINE BELOW", 6" X 1000', RED	3M	7000133192
10	L150	SPACER, 6" SNAP-N-STAC, TWO-POSITION HORIZONTAL, 3" SEPARATION, POLYSTYRENE	CARLON	SP6W30-2
4	L297	CONDUIT, 6" PVC, TYPE EB-35, W/ BELLED END, 20' STICK	CARLON	68717-020

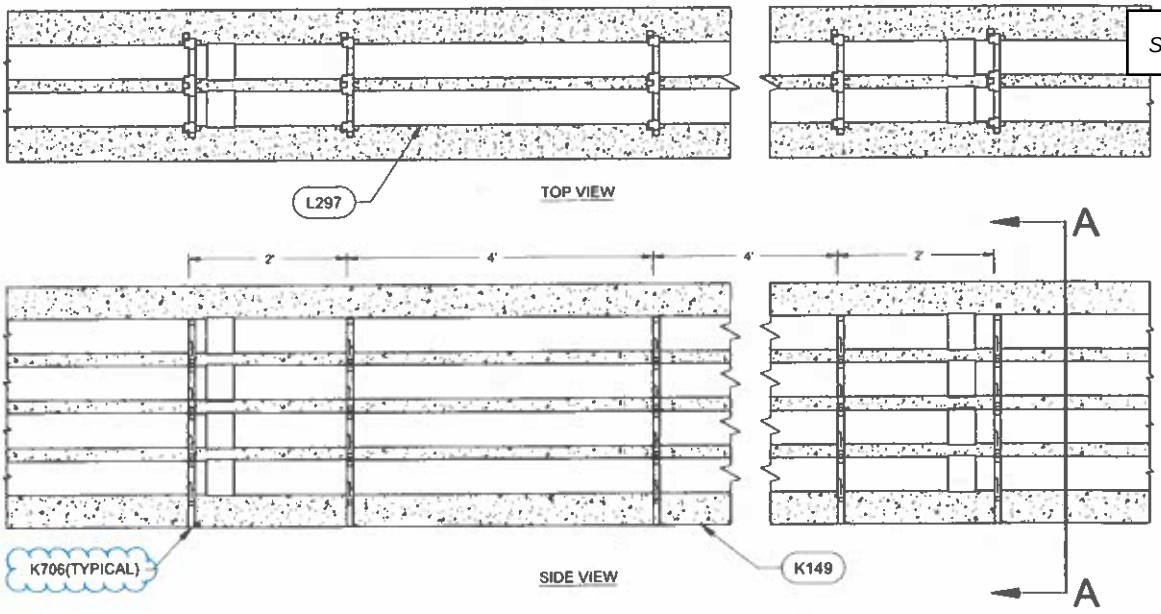
REV #	DESCRIPTION	DATE:	DWN	DSN	APPR.

DESIGN PARAMETERS

BHMG ENGINEERS INC.
9726 LANDMARK PARKWAY DRIVE, SUITE 110
ST. LOUIS, MO. 63127 (636) 296-9600
WWW.BHMG.COM
ILLINOIS LICENSE NO. - 184004366-003

TITLE: 2X2 6" DUCT BANK

DESIGN
APPROVED
DRAWING #
DATE:
SCALE: AS DRWD
SHEET



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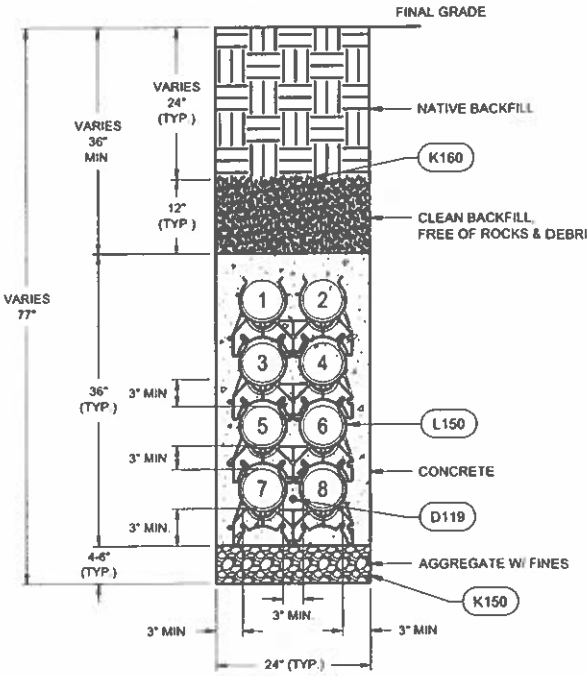

SECTION A-A
DUCT BANK CROSS SECTION

BILL OF MATERIALS

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AS REQ'D	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-
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8	L297	CONDUIT, 6" PVC, TYPE EB-35, W/ BELLED END, 20' STICK	CARLON	68717-020

REV #	DESCRIPTION	DATE:	OWN	DSN	APPR

DESIGN PARAMETERS

BHMG ENGINEERS INC.
9785 LANDMARK PARKWAY DRIVE, SUITE 1104
ST. LOUIS, MO 63127 (636) 394-8600
WWW.BHMG.COM
ILLINOIS LICENSE NO. - 184004365-002

TITLE: 2X4 6" DUCT BANK

DESIGN:
APPROVED:
DRAWING #:
DATE:
SCALE: AS DRWD
SHEET:

DATE	BOM REV	PREPARED BY	APPROVED BY	BILL OF EQUIPMENT & MATERIALS	NOTES	DESCRIPTION
8/29/25	0	MMK	JPB			
9/19/25	1	MMK	JPB	222 CENTERPOINT DR ROCHELLE, IL 61068 2291 - CENTERPOINT SUBSTATION FEEDER EXIT SCOPE	SUITABLE MANUFACTURER AND PART NUMBERS	IFB - ADDENDUM #1

ITEM NO.	BOM REV ADD'D	PROJECT TOTAL QTY.	UNIT	DESCRIPTION	MANUFACTURER	CATALOG OR STOCK NO.	REMARKS
B130	0	4	EA.	3M™ Mechanical Shearbolt Lug, QL2 Series, Two-Hole	3M	QL2-A-350-750	
B300	0	22	EA.	Connector, Parallel Groove Clamp, #6-4/0 AWG, Bronze Alloy	Hubbell	ST4	
B306	0	2	EA.	Connector, Clamp, 5/8" Ground Rod, #10 to #1AWG Wire	Burndy	GRC58	
B308	0	2	EA.	Grounding Clamp, CU Cable to Transformer Tank, Hex Wrench Shoulder, 1/2"-13 Thd., #6 Sol. - 250 MCM CU	Hubbell	GTC541	
B315	0	60	EA.	Clamp, Parallel Groove, Bronze, Two-Bolt, w/ Separator, Main: 3/0 Str. - 500 MCM Cu, Tap: #4 Sol. - 500 MCM	Hubbell	KR5	
B317	0	12	EA	Clamp, Grounding, 5/8-3/4" Rod to 2/0 Solid-250kcmil Copper Cable	Burndy	GAR8429	
B614	0	3	EA	Lug Terminal for Transformer Secondary Bushing			
C108	0	3	EA.	Bolt, Machine, 5/8" x 16" w/ Square Nut	Hubbell	8816	
C203	0	7	EA.	Locknut, 5/8", Concave MF	Hubbell	3512	
C301	0	7	EA.	Washer, Spring, Formed Steel, 5/8", Hot Dip Galvanized	MacLean	J3540	
C310	0	7	EA.	Washer, Square, Flat, 11/16" Hole, 2" x 2" x 3/8"	Hubbell	6812	
C311	0	6	EA.	Washer, Square, Curved, 11/16" Hole, 2-1/4" x 2-1/4" x 3/16"	Hubbell	681012	
C316	0	198	EA.	Washer, Flat, Round, 0.562" ID x 1.250" OD x 0.078" Thick, 316 Stainless Steel	Underground Devices	FFW316-18-040	
C403	0	84	EA.	Cable Strap, 1", Copper, Two-Hole	Nvent Erico	LPC606	
C502	0	6	EA.	Lag Screw, Galvanized, 1/2"x4", Twist-Drive Pilot Point Type	Hubbell	508500	
C505	0	198	EA.	Hex Head Cap Screw, 1/2"-13, 1-3/8" Long, 316 Stainless Steel	Underground Devices	FHC316-16-044	
C508	0	168	EA.	Tapcon 1/4" x 1-3/4" Star Torx Head Concrete Anchor Screws			
C510	0	198	EA.	Drop-In Anchor, 1/2"-13, 2" Long, 18-8 Stainless Steel	Underground Devices	FSRM-12	
C600	0	8	EA.	Cleat, Hold Down Bracket, 3"	Hubbell	EMHOTB1	
D108	0	1407	FT.	Cable, 15kV, 1/0AWG AL, 1/C, CN, Jacketed	-	-	
D118	0	20	FT.	#2 Wire AWG, 7 Strand, Copper, Bare	-	-	
D119	0	3570	FT.	4/0 AWG Copper, Bare, Soft Drawn, 7 STR	-	-	
D120	0	190	FT.	#14 AWG Wire, Copper, Soft Drawn, Bare	-	-	
D121	0	150	FT.	#250 MCM Copper, Bare, Stranded, Soft Drawn	-	-	
D150	0	15	EA.	3M™ Cold Shrink QS4 Integrated Splice QS4-15SP-QCI-350-750-BCA, 1 Kit/Case	3M	QS4-15SP-QCI-350-	
D401	0	10335	FT.	Cable, 15kV, 1/C 750CU, 220mils, (5.59mm), 133% insulation level, MV-105	Okonite	115-23-3135	PROVIDED BY RMU
D406	0	2934	FT.	Cable, 35kV, 500 CU, 1/C, STR, 420Mil ins, 133% insulation, EPR Jacket, 1/3N	Okonite	115-23-3671	PROVIDED BY RMU
D407	0	882	FT.	Cable, 35kV, 350 CU, 1/C, STR, 420Mil ins, 133% insulation, EPR Jacket, 1/3N	Okonite	115-23-3667	PROVIDED BY RMU
D408	0	294	FT.	1/C 500CU, 600VUD, XLP Insulation	Okonite	112-24-2531	
D409	0	308	FT.	48ct. UG Fiber, All Dielectric, Polyethylene Jacket			
E301	0	1	EA.	5/8" x 8' Ground Rod, Copper plated	Hubbell	C815885	
E303	0	24	EA.	Ground Rod, 5/8" x 4', 10mil Copper-Bonded, 5/8-11 threaded ends	Hubbell	C835840	
E304	0	12	EA.	Ground Rod Coupling, Threaded, 5/8"-11, Copper-Bonded	Hubbell	CTC58	
G279	0	10	EA.	DMC Power Swage Connector			
J200	0	1	EA.	Fiberglass Foundation/Ground Sleeve	DMC	GS-75-73-36-MG-67X62	PROVIDED BY RMU
J204	0	1	EA.	Junction Enclosure, Three-Phase, Steel, Green	Hoffman	UJ306623M2	
J205	0	3	EA.	3-Phase Junction Bar Mounting Panel w/ One Parking Stand, Galvanized	Hoffman	UJP1G	
J206	0	1	EA.	Ground Sleeve, for Junction Box	Nordic Fiberglass	GS-67-24-24M-MG-60x14	
K147	0	2	CU. YD.	Crushed Stone, Clean	-	-	
K149	0	168	CU. YD.	Concrete, 2500psi min. nom. compressive strength, 7-8" Slump, 3/8" maximum aggregate size	-	-	ESTIMATED ONLY
K150	0	171	CU. YD.	Aggregate Base, Crushed Rock w/ Fines, CA6 or similar	-	-	ESTIMATED ONLY
K158	0	30	ROLLS	3M™ Super 33+ Vinyl Electrical Tape, 1.5" Width	3M	7010349613	
K160	0	3300	FT.	Scotch® Detachable Buried Barricade Tape 408, "Caution Buried Electric Line Below", 6" X 1000', Red	3M	7000133192	
K161	0	8	EA.	Hydraulic Cement			
K162	0	60	EA.	Cable Ties, 'Zip' Lock, Plastic, 14" min. length	-	-	
K601	0	2	EA.	Safety Signs (for Padmounted Transformer)			
K700	0	6	EA.	Cover Plate, Steel	-	-	
K701	0	6	EA.	Cover Frame, Steel	-	-	
K702	0	6	EA.	Collar, Precast Concrete	-	-	
K704	0	6	EA.	Manhole, Torpedo, Precast Concrete, Top & Bottom Section, 6' x 14' x 7'	Champion	-	
K705	0	4	EA.	Vault, Precast Concrete, 4' x 8' x 4'	Champion		
L107	0	1	EA.	6" Conduit Strap Kit, for T-SLOT bracket	ALUMA-FORM	STK-6	
L150	0	2780	EA.	Spacer, 6" Snap-N-Stac, Two-Position Horizontal, 3" Separation, Polystyrene	Carlon	SP6W30-2	
L200	0	1	EA.	6" Female Terminal Adaptor, Female Threaded to Female Smoothwall	Carlon	E942R	
L203	0	61	EA.	End Bell 6" Sch. 80 PVC	Carlon	E997R	
L205	0	8	EA.	6" Plug, Polyethylene, w/ Pull Tab	Carlon®	P258RT	
L208	0	51	EA.	6" End Cap, PVC, 2-3/4" Length, 6-5/8" ID, 0.1875" thick	Plastic Supply	PVCCAD6	
L297	0	1112	EA.	Conduit, 6" PVC, Type EB-35, w/ Belled End, 20' Stick	Carlon	68717-020	
L298	0	112	EA.	3" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49013-010	
L299	0	38	EA.	4" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49015-010	
L300	0	19	EA.	6" PVC Conduit,Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49017-010	
L307	0	3	EA.	6" Galvanized Steel Rigid Conduit, 10' stick			
L311	0	1	EA.	Elbow, Galv. Conduit (GRC), 6",90°, 48" Radius		HOF-GE-6009048	
L313	0	3	EA.	Conduit Standoff Bracket, 9" Standoff, 12" T-SLOT Channel	ALUMA-FORM	9-CSO-12-4WT	
L314	0	4	EA.	4" PVC 90° Sweep, 60" Radius, Sch. 40	Carlon	UA9NB	
L343	0	59	EA.	6" PVC 90° Sweep, 60" Radius, Sch. 40	Carlon	UA9RB	
L344	0	24	EA.	6" PVC 45° Sweep, 60" Radius, Sch. 40	Platt	6P45X60	
L345	0	24	EA.	6" PVC 22.5° Sweep, 60" Radius, Sch. 40	Carlon	UA5R	
L346	0	20	EA.	6" PVC Sch. 40 Coupling	Carlon	E442R	
L348	0	2	EA.	3" PVC 90° Sweep, 60" Radius, Sch. 80	Carlon	UB9AL-CAR	
L349	0	1	EA.	4" PVC 45° Sweep, 60" Radius, Sch. 80	Carlon	UA7AN	
L351	0	148	EA.	3" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe	Carlon	A15C9N1A3KA1000	
L352	0	10132	EA.	6" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe	Carlon	A22C9N1A3KA450	
L353	0	1	EA.	3" PVC 5° Sweep, 60" Radius, Sch. 40	Carlon	E944L	
L354	0	1	EA.	3" PVC 45° Sweep, 60" Radius, Sch. 40	Carlon	UA7AL	
L355	0	2	EA.	3" PVC 22.5° Sweep, 48" Radius, Sch. 40	Carlon	UA5HL	
L356	0	298	EA	1.5" Corrugated Inner Duct			
L357	0	1	EA.	3" Coupling, Transition for PVC to HDPE	Carlon	EL3.500	
L358	0	2	EA.	4" End Cap, PVC, 3-1/8" Length, 4-1/2" ID, 0.1875" thick	Plastic Supply	6UXN9	
S101	0	3	EA.	Cable Positioner Assembly, 0.75"-3" Cable OD, w/ AL Saddle, Poly. Foam Double Coated Bonding Tape, & Poly. Cable Tie	ALUMA-FORM	CS-820	
S501	0	42	EA.	Stanchion, 12" Long, 50% Glass Reinforced Nylon	Underground Devices	CR12-B	
S508	0	42	EA.	Stanchion, 48" Long, 50% Glass Reinforced Nylon	Underground Devices	CR48-B	
S519	0	66	EA.	20" Arm, 50% Glass Reinforced Nylon, Low Profile	Underground Devices	RA20LP	
S520	0	66	EA.	Arm Lock, Polycarbonate	Underground Devices	HDL	
T107	0	1	EA.	Transformer, Padmounted, Dual Bushing, 13.8kV-120/240V, 1-Phase, 100kVA			PROVIDED BY RMU
U102	0	15	EA.	Cold Shrink Jacket Seal Restoration Kit, 1.28-2.30" OD Range	Elastimold	600ECS	
U202	0	2	EA.	200A Loadbreak Elbow, 15kV, w/ test point & integral jacket seal kit	Eaton	LEJ215CC06TX	
U312	0	21	EA.	Cold Shrink QT-III Termination Kit, Indoor, Non-Skirted, 110kV BIL, JCN Cable, 15kV, 500-1000 MCM	3M	7645-Y-110	
U315	0	24	EA.	Cold Shrink QT-III Termination Kit, Indoor, Non-Skirted, 150kV BIL, JCN Cable, 35kV, 3/0 AWG-600 MCM	3M	7655-T-150	
U401	0	2	EA.	Insulating Cap for 200A Bushing w/ Drain Wire	Eaton-Cooper	LPC215	
U501	0	1	EA.	Elbow Arrestor, Deadfront, 200A, 15kV, 10(8.4)kV MCOV, EPDM	Eaton	DAL215E6	
U503	0	3	EA.	Cold Shrink QT-III Termination Kit, Outdoor, 4-Skirt, 150kV BIL, JCN Cable, 15kV, 300-1000 MCM	3M	7695-S-4-3W	
U504	0	3	EA.	Secondary Terminal Lug, 2-Hole NEMA, 600V 1/C 500MCM CU Cable			
U505	0	3	EA.	3M™ Cold Shrink QS4 Integrated Splice QS4-15JCN-2-4/0	3M	QS4-15JCN-2-4/0	
U306	0	12	EA.	Cold Shrink QT-III Termination Kit, Outdoor, 8-Skirt, 200kV BIL, JCN Cable, 35kV, 3/0 AWG-600 MCM	3M	7665-S-8	
K706	0	825	EA	Cement Block - Patio 2" x 8" x 16"			

ADDENDUM NO. 2

FOR

ROCHELLE MUNICIPAL UTILITIES

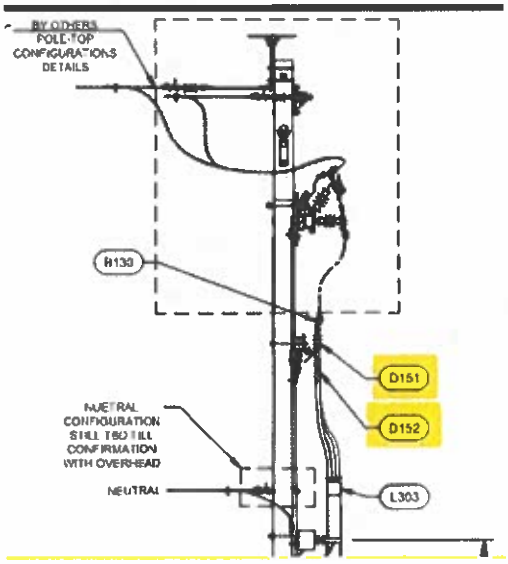
CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

October 1, 2025

ADD-2

1. Termination Poles outside of substation will be installed no earlier than July 2026. However, this is pending the steel vendor's production schedule.

2. Drawing #UC5-1R has been corrected per markup "Addendum #2_UG LineScope_9-29-25.pdf" of former parts D151 and D152 to U503 and S101.



3. Section 16120 – 2.1B spec updated below from 1000V to 600V.

3/C #4 AWG, 600V	160
4/C #8 AWG, 600V	410
4/C #10 AWG, 600V	1850
9/C #10 AWG, 600V	830

4. For Item D150, use Elastimold part number 15PCJ1M2380. This is noted in the BOM in the attached, "Addendum #2_UG LineScope_9-29-25.pdf".

5. BOMs underneath concrete and rock had number updated.

6. Cast in place anchor bolt cages are included with steel structures and will be delivered from steel manufacturer. Transformer and switchgear anchor bolts are to be provided by contractor. Anchor bolts are QTY 4 for transformer (10") and QTY 4 for switchgear (10").

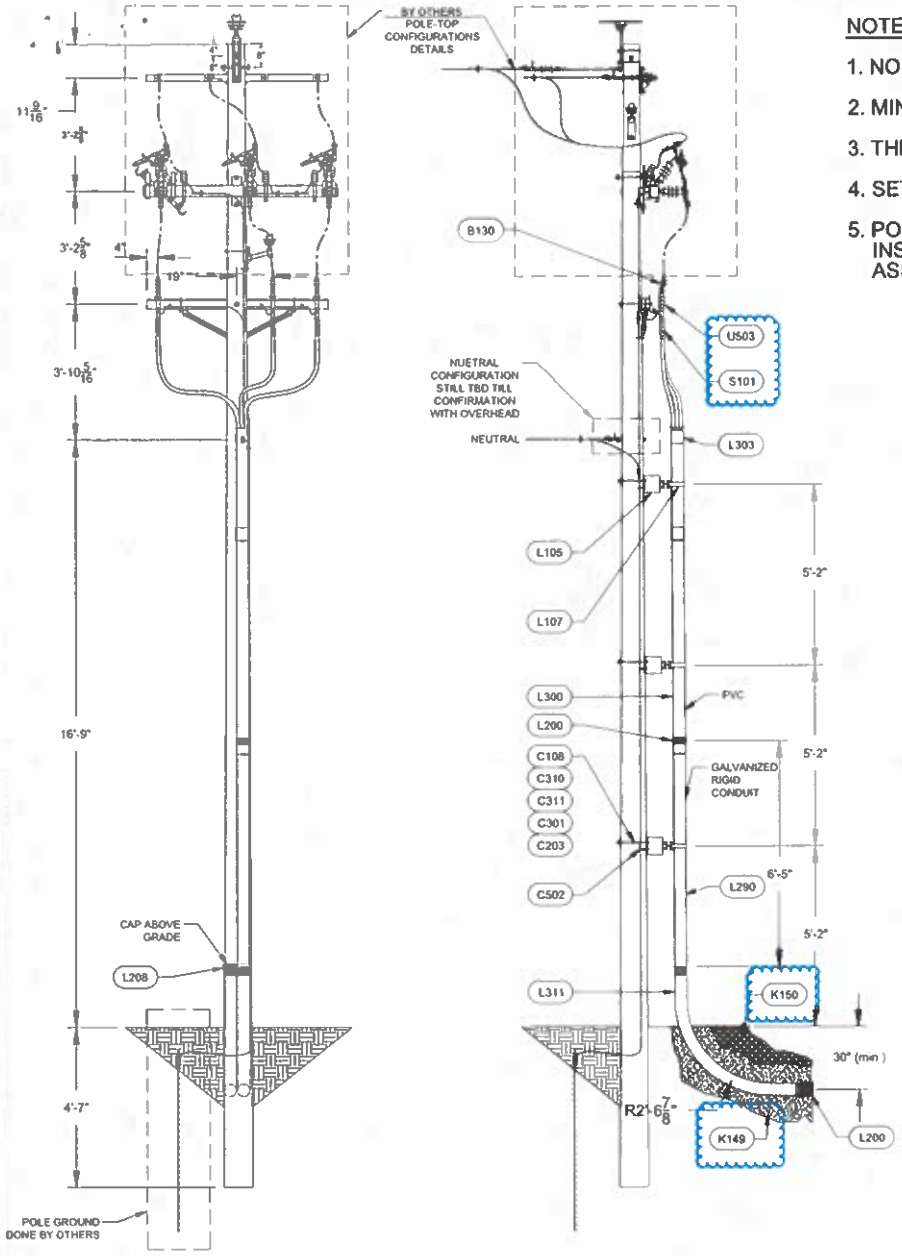
7. The bid due date has changed to Wednesday, 10/8/25 at 2:00 pm.

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to awooldridge@ymail.com

Name Christina Whitehead

Company L.E. Myers Co



NOTES:

1. NO BENDS PERMITTED WITHIN 6" OF CAB
2. MINIMUM 4" BETWEEN BOLTS.
3. THE TOP OF THE CONDUIT SHOULD BE ABOVE THE NEUTRAL.
4. SET RISER ELBOW IN CONCRETE.
5. POLE, GROUNDING, AND OVER HEAD FRAMING INSTALLED BY OTHERS AS REFLECTED IN ASSEMBLY BILL OF MATERIAL.

BILL OF MATERIALS

QTY	BHMG ITEM #	ITEM DESCRIPTION	MANUFACTURER	MANUFACTURER PART #
4	B130	3M™ MECHANICAL SHEARBOLT LUG, QL2 SERIES, TWO-HOLE	3M	QL2-A-350-750
3	C108	BOLT, MACHINE, 5/8" X 16" W/ SQUARE NUT	HUBBELL®	8816
7	C203	LOCKNUT, 5/8", CONCAVE MF	HUBBELL®	3512
7	C301	WASHER, SPRING LOCK, 13/64" X 5/32", FOR 5/8" BOLT	HUBBELL®	4036
8	C310	WASHER, SQUARE, FLAT, 11/16" HOLE, 2" X 2" X 1/8"	HUBBELL®	6812
6	C311	WASHER, SQUARE, CURVED, 11/16" HOLE, 2-1/4" X 2-1/4" X 3/16"	HUBBELL®	681012
6	C502	LAG SCREW, GALVANIZED, 1/2"X4", TWIST-DRIVE PILOT POINT TYPE	HUBBELL®	508500
3	L313	CONDUIT STANDOFF BRACKET, 9" STANDOFF, 12" T-SLOT CHANNEL	ALUMA-FORM	9-CSO-12-4WT
3	L107	6" CONDUIT STRAP KIT, FOR T-SLOT BRACKET	ALUMA-FORM	STK-6
4	L200	6" FEMALE TERMINAL ADAPTOR, FEMALE THREADED TO FEMALE SMOOTHWALL	CARLON	E942R
1	L290	6" GALVANIZED RIGID STEEL CONDUIT, 10' STICK	-	-
1	L203	END BELL, 6" PVC, SCH. 80	CARLON	E997R
3	L300	6" PVC CONDUIT, SCH. 40, W/ BELL END, 10' STICKS	CARLON	49017-010
2	L311	ELBOW, GALV. CONDUIT (GRC), 6",90°, 48" RADIUS	ATKORE	-
3	U503	COLD SHRINK QT-III TERMINATION KIT, OUTDOOR, 4-SKIRT, 150KV BIL, JCN CABLE, 15KV, 300-1000 MCM	3M	7695-S-4-3W
3	S101	CABLE POSITIONER ASSEMBLY, 0.75"-3" CABLE OD, W/ AL SADDLE, POLY. FOAM DOUBLE COATED BONDING TAPE, & POLY. CABLE TIE	ALUMA-FORM	CS-820
AS REQ	K149	CONCRETE, 2500PSI, 7-8" SLUMP, W/ 1/2" OR LESS	-	-
AS REQ	K150	AGGREGATE BASE, CRUSHED ROCK W/ FINES, CA6 OR SIMILAR	-	-

REV #	DESCRIPTION	DATE:	DWN	DSN	APPR

DESIGN PARAMATERS

MAXIMUM LINE ANGLE:
SEE TABLE I
(RUS BULLETIN 1728F-804)

BHMG ENGINEERS INC
8735 LANDMARK PARKWAY DRIVE SUITE 110A
ST LOUIS MO 63127 (636) 296-8000
WWW.BHMG.COM
ILLINOIS LICENSE NO.: 184004266-002

TITLE:
UG THREE PHASE RISER W/ CONCRETE ENCASED GALVANIZED RIGID CONDUIT

DESIGN:
APPROVED:
DRAWING #:
DATE:
SCALE: AS DWN'D
SHEET

DATE	BOM REV	PREPARED BY	APPROVED BY	BILL OF EQUIPMENT & MATERIALS	NOTES	DESCRIPTION
8/29/25	0	MMK	JPB	222 CENTERPOINT DR ROCHELLE, IL 61068 2201 - CENTERPOINT SUBSTATION FEEDER EXIT SCOPE	SUITABLE MANUFACTURER AND PART NUMBERS	IFB - ADDENDUM #2
9/19/25	1	MMK	JPB			
9/29/25	2	MMK	JPB			

ITEM NO.	BOM REV ADD'D	PROJECT TOTAL QTY.	UNIT	DESCRIPTION	MANUFACTURER	CATALOG OR STOCK NO.	REMARKS
B130	0	4	EA.	3M™ Mechanical Shearbolt Lug, QL2 Series, Two-Hole	3M	QL2-A-350-750	
B300	0	22	EA.	Connector, Parallel Groove Clamp, #6-4/0 AWG, Bronze Alloy	Hubbell	ST4	
B306	0	2	EA.	Connector, Clamp, 5/8" Ground Rod, #10 to #1AWG Wire	Burndy	GRC58	
B308	0	2	EA.	Grounding Clamp, CU Cable to Transformer Tank, Hex Wrench Shoulder, 1/2"-13 Thd., #6 Sol. - 250 MCM CU	Hubbell	GTCS41	
B315	0	60	EA.	Clamp, Parallel Groove, Bronze, Two-Bolt, w/ Separator, Main: 3/0 Str. - 500 MCM Cu, Tap: #4 Sol. - 500 MCM	Hubbell	KR5	
B317	0	12	EA.	Clamp, Grounding, 5/8-3/4" Rod to 2/0 Solid-250kcmil Copper Cable	Burndy	GAR8429	
B614	0	3	EA.	Lug Terminal for Transformer Secondary Bushing	-	-	
C108	0	3	EA.	Bolt, Machine, 5/8" x 16" w/ Square Nut	Hubbell	8816	
C203	0	7	EA.	Locknut, 5/8", Concave MF	Hubbell	1512	
C301	0	7	EA.	Washer, Spring, Formed Steel, 5/8", Hot Dip Galvanized	MacLean	J3540	
C312	0	7	EA.	Washer, Square, Flat, 11/16" Hole, 2" x 2" x 1/8"	Hubbell	6812	
C311	0	6	EA.	Washer, Square, Curved, 11/16" Hole, 2-1/4" x 2-1/4" x 3/16"	Hubbell	681012	
C316	0	198	EA.	Washer, Flat, Round, 0.562" ID x 1.250" OD x 0.078" Thick, 316 Stainless Steel	Underground Devices	FFW316-18-040	
C403	0	84	EA.	Cable Strap, 1", Copper, Two-Hole	Nvent Erico	LPC808	
C502	0	6	EA.	Lag Screw, Galvanized, 1/2"x4", Twist Drive Pilot Point Type	Hubbell	508500	
C505	0	198	EA.	Hex Head Cap Screw, 1/2"-13, 1-3/8" Long, 316 Stainless Steel	Underground Devices	FHC316-16-044	
C506	0	168	EA.	Tapcon 1/4" x 1-3/4" Star Torx Head Concrete Anchor Screws	-	-	
C510	0	198	EA.	Drop-in Anchor, 1/2"-13, 2" Long, 18-8 Stainless Steel	Underground Devices	FSRM-12	
C800	0	8	EA.	Cleat, Hold Down Bracket, 3"	Hubbell	EMHOTB1	
D108	0	1407	FT	Cable, 15kV, 1/0AWG AL, 1/C, CN, Jacketed	-	-	
D118	0	20	FT	#2 Wire AWG, 7 Strand, Copper, Bare	-	-	
D119	0	3570	FT	4/0 AWG Copper, Bare, Soft Drawn, 7 STR	-	-	
D120	0	190	FT	#14 AWG Wire, Copper, Soft Drawn, Bare	-	-	
D121	0	150	FT	#2/0 MCM Copper, Bare, Stranded, Soft Drawn	-	-	
D150	0	15	EA.	Quick 2-Way, 15kV, Permanent, Fully Shielded & Submersible, Straight, For 750kCMIL CU	Elastimold	15PC.1M2380	
D401	0	10335	FT.	Cable, 15kV, 750 CU, 1/C, STR, 220Mil Ins, 133% Insulation, EPR Jacket, 1/3N	Okonite	115-23-3672	PROVIDED BY RMU
D406	0	2934	FT.	Cable, 35kV, 500 CU, 1/C, STR, 420Mil Ins, 133% Insulation, EPR Jacket, 1/3N	Okonite	115-23-3671	PROVIDED BY RMU
D407	0	882	FT.	Cable, 35kV, 350 CU, 1/C, STR, 420Mil Ins, 133% Insulation, EPR Jacket, 1/3N	Okonite	115-23-3667	PROVIDED BY RMU
D408	0	294	FT.	1/C 500CU, 600V/UD, XLP Insulation	Okonite	112-24-2531	
D409	0	308	FT	48ct, UG Fiber, All Dielectric, Polyethylene Jacket	-	-	
E301	0	1	EA.	5/8" x 8' Ground Rod, Copper plated	Hubbell	C615885	
E303	0	24	EA.	Ground Rod, 5/8" x 4', 10mil Copper-Bonded, 5/8-11 threaded ends	Hubbell	C635840	
E304	0	12	EA.	Ground Rod Coupling, Threaded, 5/8"-11, Copper-Bonded	Hubbell	CTC58	
G279	0	10	EA.	DMC Power Swage Connector	-	-	
J200	0	1	EA.	Fiberglass Foundation/Ground Sleeve	DMC	GS-75-73-36-MG-67X62	PROVIDED BY RMU
J204	0	1	EA.	Junction Enclosure, Three-Phase, Steel, Green	Hoffman	UJ30662 MG	
J205	0	3	EA.	3-Phase Junction Bar Mounting Panel w/ One Parking Stand, Galvanized	Hoffman	UJPTO	
J206	0	1	EA.	Ground Sleeve, for Junction Box	Nordic Fiberglass	GS-67-24-24M-MG-60x14	
K147	0	2	CU. YD.	Crushed Stone, Clean	-	-	
K149	0	168	CU. YD.	Concrete, 2500psi min. nom. compressive strength, 7-8" Slump, 3/8" maximum aggregate size	-	-	ESTIMATED ONLY
K150	0	171	CU. YD.	Aggregate Base, Crushed Rock w/ Fines, CA6 or similar	-	-	ESTIMATED ONLY
K158	0	30	ROLLS	3M™ Super 33+ Vinyl Electrical Tape, 1.5" Width	3M	7010349613	
K160	0	3300	FT	Scotch® Detectable Buried Barricade Tape 408, "Caution Buried Electric Line Below", 6" X 1000', Red	3M	7000133192	
K161	0	8	EA.	Hydraulic Cement	-	-	
K162	0	60	EA.	Cable Ties, Zip Lock, Plastic, 14" min. length	-	-	
K601	0	2	EA.	Safety Signs (for Padmounted Transformer)	-	-	
K700	0	6	EA.	Cover Plate, Steel	-	-	
K701	0	6	EA.	Cover Frame, Steel	-	-	
K702	0	6	EA.	Collar, Precast Concrete	-	-	
K704	0	6	EA.	Manhole, Torpedo, Precast Concrete, Top & Bottom Section, 6' x 14' x 7'	Champion	-	
K705	0	4	EA.	Vault, Precast Concrete, 4' x 6' x 4'	Champion	-	
L107	0	1	EA.	6" Conduit Strap Kit, for T-SLOT bracket	ALUMA-FORM	STK-6	
L150	0	2780	EA.	Spacer, 6" Snap-N-Stac, Two-Position Horizontal, 3" Separation, Polystyrene	Carlon	SP6W30-2	
L200	0	1	EA.	6" Female Terminal Adaptor, Female Threaded to Female Smoothwall	Carlon	E942R	
L203	0	61	EA.	End Bell 6" Sch. 80 PVC	Carlon	E997R	
L205	0	8	EA.	6" Plug, Polyethylene, w/ Pull Tab	Carlon®	P256RT	
L208	0	51	EA.	6" End Cap, PVC, 2-3/4" Length, 6-5/8" ID, 0.1875" thick	Plastic Supply	PVCCAD6	
L297	0	111	EA.	Conduit, 6" PVC, Type EB-35, w/ Belled End, 20' Stick	Carlon	58717-020	
L298	0	112	EA.	3" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49013-010	
L299	0	38	EA.	4" PVC Conduit, Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49015-010	
L300	0	19	EA.	6" PVC Conduit Sch. 40 PVC, w/ Bell End, 10' Sticks	Carlon	49017-010	
L307	0	3	EA.	6" Galvanized Steel Rigid Conduit, 10' stick	-	-	
L311	0	1	EA.	Elbow, Long, Conduit (LRC), 6", 90°, 48" Radius	-	HOF-GE-6009048	
L313	0	3	EA.	Conduit Standoff Bracket, 9" Standoff, 12" T-SLOT Channel	ALUMA-FORM	9-CSO-12-4WT	
L314	0	4	EA.	4" PVC 90° Sweep, 60" Radius, Sch. 40	Carlon	UA9INB	
L343	0	59	EA.	6" PVC 90° Sweep, 60" Radius, Sch. 40	Carlon	UA9INB	
L344	0	24	EA.	6" PVC 45° Sweep, 60" Radius, Sch. 40	Platt	6P45X60	
L345	0	24	EA.	6" PVC 22.5° Sweep, 60" Radius, Sch. 40	Carlon	UA9IR	
L346	0	20	EA.	6" PVC Sch. 40 Coupling	Carlon	E442R	
L348	0	2	EA.	3" PVC 90° Sweep, 60" Radius, Sch. 80	Carlon	UB9AL-CAR	
L349	0	1	EA.	4" PVC 45° Sweep, 60" Radius, Sch. 80	Carlon	UA7AN	
L351	0	148	EA	3" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe	Carlon	A15C9N1A3KA1000	
L352	0	10132	EA.	6" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe	Carlon	A22C9N1A3KA450	
L353	0	1	EA.	3" PVC 5° Sweep, 60" Radius, Sch. 40	Carlon	E944L	
L354	0	1	EA.	3" PVC 45° Sweep, 60" Radius, Sch. 40	Carlon	UA7AL	
L355	0	2	EA.	3" PVC 22.5° Sweep, 48" Radius, Sch. 40	Carlon	UA5HL	
L356	0	298	EA.	1.5" Corrugated Inner Duct	-	-	
L357	0	1	EA	3" Coupling, Transition for PVC to HDPE	Carlon	EL3 500	
L358	0	2	EA.	4" End Cap, PVC, 3-1/8" Length, 4-1/2" ID, 0.1875" thick	Plastic Supply	6UXN9	
S101	0	3	EA	Cable Positioner Assembly, 0.75"-3" Cable OD, w/ AL Saddle, Poly Foam Double Coated Bonding Tape, & Poly Cable Tie	ALUMA-FORM	CS-820	
S501	0	42	EA	Stanchion, 12" Long, 50% Glass Reinforced Nylon	Underground Devices	CR12-B	
S508	0	42	EA	Stanchion, 48" Long, 50% Glass Reinforced Nylon	Underground Devices	CR48-B	
S519	0	66	EA.	20" Arm, 50% Glass Reinforced Nylon, Low Profile	Underground Devices	RA20LP	
S520	0	66	EA.	Arm Lock, Polycarbonate	Underground Devices	HDL	
T107	0	1	EA.	Transformer, Padmounted, Dual Bushing, 13.8kV-120/240V, 1-Phase, 100kVA	-	-	PROVIDED BY RMU
U102	0	15	EA.	Cold Shrink Jacket Seal Restoration Kit, 1.28-2.30" OD Range	Elastimold	800EC5	
U202	0	2	EA.	200A Loadbreak Elbow, 15kV, w/ test point & integral jacket seal kit	Eaton	LEJ215CC05TX	
U312	0	21	EA.	Cold Shrink QT-III Termination Kit, Indoor, Non-Skirted, 110kV BIL, JCN Cable, 15kV, 500-1000 MCM	3M	7645-T-110	
U315	0	24	EA.	Cold Shrink QT-III Termination Kit, Indoor, Non-Skirted, 150kV BIL, JCN Cable, 35kV, 3/0 AWG-600 MCM	3M	7655-T-150	
U401	0	2	EA	Insulating Cap for 200A Bushing w/ Drain Wire	Eaton-Cooper	LPC215	
U501	0	1	EA.	Elbow Arrestor, Deadfront, 200A, 15kV, 10kA 4kV MCOV, EPDM	Eaton	DAL215E8	
U503	0	3	EA.	Cold Shrink QT-III Termination Kit, Outdoor, 4-Skirt, 150kV BIL, JCN Cable, 15kV, 500-1000 MCM	3M	7695-S-4-3W	
U504	0	3	EA.	Secondary Terminal Lug, 2-Hole NEMA, 600V 1/C, 500MCM CU Cable	-	-	
U505	0	3	EA.	3M™ Cold Shrink QS4 Integrated Splice QS4-15JCN-2-4/0	3M	QS4-15JCN-2-4/0	
U306	0	12	EA.	Cold Shrink QT-III Termination Kit, Outdoor, 4-Skirt, 200kV BIL, JCN Cable, 35kV, 3/0 AWG-600 MCM	3M	7665-S-8	
K706	0	825	EA.	Cement Block - Patio 2" x 8" x 16"	-	-	

ADDENDUM NO. 3

FOR

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION
INSTALLATION CONTRACT
2201 K003

October 6, 2025

ADD-3

1. Offload of the transformer and switchgear is provided by others and is not the Contractor's responsibility.

2. We defer to the pre-cast contractor / manufacturer's recommendation for the pre-cast fence foundation style and size. This supersedes clarifications provided in the RFI clarifications document dated 10-01-25.

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to awooldridge@bhmg.com

Name Christina Whitehead

Company The L.E. Myers Co.

BID BOND

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

BIDDER

Name: The L.E. Myers Co.
Address: 12150 East 112th Avenue
Henderson, CO 80640

SURETY (Name and Address of Principal Place of Business)

Name: Liberty Mutual Insurance Company
Address: 175 Berkeley St.
Boston, MA 02116

OWNER

Name: Rochelle Municipal Utilities
420 N. 6th Street
Address: Rochelle, IL 61068

BID

Bid Due Date: ~~September 23, 2025~~ October 8, 2025
Project: Centerpoint Substation, Installation Contract

BOND

Bond Number: Bid Bond
Date: October 2, 2025
(Not later than Bid due date)

Penal Sum: Five Percent of Amount Bid *(Words)* $ (5%) *(Figures)*

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
(Seal)	*(Seal)*
The L.E. Myers Co. Bidder's Name and Corporate Seal	Liberty Mutual Insurance Company Surety's Name and Corporate Seal
By: Jon A. Schroeder Jon A. Schroeder, Attorney-in-Fact	By: William T. Krumm Attorney-in-Fact (Attach Power of Attorney)
Attest: Liz Mosca Liz Mosca, Witness	Attest: J Sellers Jodie Sellers, Witness

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

    1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond.

    1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

    3.2. All Bids are rejected by Owner.

    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statue, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois

County of Cook

I, Cassandra L Stone Notary Public , in the State of Illinois, do hereby certify that William T. Krumm Attorney-in-Fact, of the Liberty Mutual Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Liberty Mutual Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 2nd day of October, 2025.

Notary Public Cassandra L Stone

My Commission expires: 12/29/2025

CASSANDRA L STONE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 29, 2025

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint William T. Krumm all of the city of Rolling Meadows, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: The L.E. Myers Co.

Obligee Name: Rochelle Municipal Utilities

Surety Bond Number: Bid Bond **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of October, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of October, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Special Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that MYR Group, Inc., MYR Transmission Services, Inc., MYR Energy Services, Inc., The L.E. Myers Co.; E.S. Boulos Company and Huen Electric, Inc.

had made, continued, and appointed and by these presents does make, constitute and appoint William T. Krumm, Jon A. Schroeder Cassie Stone and Christina Laurendi of Arthur J. Gallagher as its true and lawful attorneys in fact with full power to execute, seal and deliver on its behalf safety and surety bonds and other documents of similar character issued in the course of tis business and to bind the Company thereby as if such writing s dad been duly executed and acknowledged by its own officers.

IN WITNESS WHEROF, MYR Group, Inc., MYR Transmission Services, Inc., MYR Energy Services, Inc., The L.E. Myers Co., E.S. Boulos Company and Huen Electric, Inc.

has caused its name to be subscribed by Don Egan and its corporate seal to be affixed and attested by its Corporate Secretary on this 30th day of April, 2024.

Attest:

By: William Fry

Corporate Secretary

MYR Group, Inc.

By: Don Egan

Senior Vice President

State of Colorado

County of Adams

On this 30 day of April, 2024 personally appeared before me, a Notary Public for the State of Colorado, Alec Romero of MYR Group, Inc., MYR Transmission Services, Inc., MYR Energy Services, Inc., The L.E. Myers Co., E.S. Boulos Company, and Huen Electric, Inc. who acknowledged that the foregoing is his free and voluntary act and deed on behalf of said corporation.

ALEC ROMERO
Notary Public
State of Colorado
Notary ID # 20234002992
My Commission Expires 01-24-2027

Notary Public

My Commission Expires 1-24-27

BID FORM

Table of Articles

Article	Article No.
Bid Recipient	1
Bidder's Acknowledgements	2
Bidder's Representations	3
Further Representations	4
Basis of Bid	5
Time of Completion	6
Attachments to this Bid	7
Defined Terms	8
Bid Submittal	9

This Bid is submitted by: The L. E. Myers Co

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
Addendum 1	09/24/2025
Addendum 2	10/01/2025
Addendum 3	10/06/2025

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which

may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding.

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Proposal No. 1 – All labor and materials for the installation of required equipment for the distribution substation all as detailed in the specifications and drawings.

5.02 The contractor shall be required to furnish all material and labor, use of tools, and use of their equipment as required for the construction of the project, as required to make a complete working system.

5.03 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Price: $ 8,350,317
Allowance: $150,000
Total Bid Price: $ 8,500,317

5.04 Allowances

A. General

1. Allowances as set forth in the specifications are to be used as compensation for items as set forth in this section.

B. Allowances

1. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicates the amount to be charged to the respective amount.

2. At substantial completion of the work, credit unused amounts remaining in the allowances to the owner by change order.

C. Allowance Disbursement

1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.

2. Once the Owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:

a. Allowance No. 1 – Include the stipulated sum of **$150,000.00** for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

6.01 Based on an award date in October 2025, the project shall meet the proposed schedule below:

- Mobilization: Weather Dependent (Contractor can mobilize as soon as they are able)
- Transformer Delivery Date: Currently in storage at Rochelle
- Switchgear Delivery Date: TBD. BHMG to coordinate with vendor on desired delivery date
- UG Cable: TBD
- ~~Foundations Poured: 3/1/26~~
- ~~Substantial Completion: 9/4/26~~ Please refer to schedule attached with the deliverabl

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. This Document, Completed Bid Form

B. Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.

C. Non-Collusion Affidavit

D. Qualifications

E. Addenda, if issued

F. List of Proposed Subcontractors, if applicable.

G. List of Proposed Suppliers, if applicable.

ARTICLE 8 – NOT USED
ARTICLE 9 – DEFINED TERMS

9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 10 – BID SUBMITTAL

10.01 If this Bid is submitted by a Corporation:

Corporation Name: The L. E. Myers Co.

State of Incorporation: Delaware

Type: Professional
(General Business, Professional, Service, Other)

By: _____
(Signature – attach evidence of authority to sign)

Name: Lance McFarland

Title: District Manager

(Corporate Seal)

Attest: _____
(Signature of Corporate Secretary)

Business Address: 1655 Hubbard Ave Decatur, IL 62526

Phone: 217-859-2921

Email Address: lmcfarland@myrgroup.com

10.02 If this Bid is submitted by a Limited Liability Company (LLC):

LLC Name: _____

State in which organized: _____

By: _____
(Signature – attach evidence of authority to sign)

Name: _____

Business Address: _____

Phone: _____

Email: _____

END OF SECTION

CERTIFICATE OF INCUMBENCY
The L.E. Myers Co.

The undersigned, Secretary/Assistant Secretary of The L.E. Myers Co. (the "Company"), a Delaware corporation, hereby certifies asw follows:

1. That she/he is the duly elected, qualified, and acting Secretary/Assistant Secretary of the Company

2. That pursuant to the Company's Bylaws of the following named person(s) was/were designated and appointed to the office/position indicated below, that such person(s) does/do continue to hold such office/position, and that the signature(s) set forth opposite the name(s) are genuine signatures.

NAME	SIGNATURE	TITLE
Lance McFarland		District Manager

3. That pursuant to the Company's Bylaws and certain resolutions and policies adopted by the Company's Board of Directors, the person(s) designated to serve in the above-entitled capacity was/were given sufficient authority to act on behalf of and to bind the Company with respect to transactions involving:

Centerpoint Substation - Rochelle Municipal Utlities

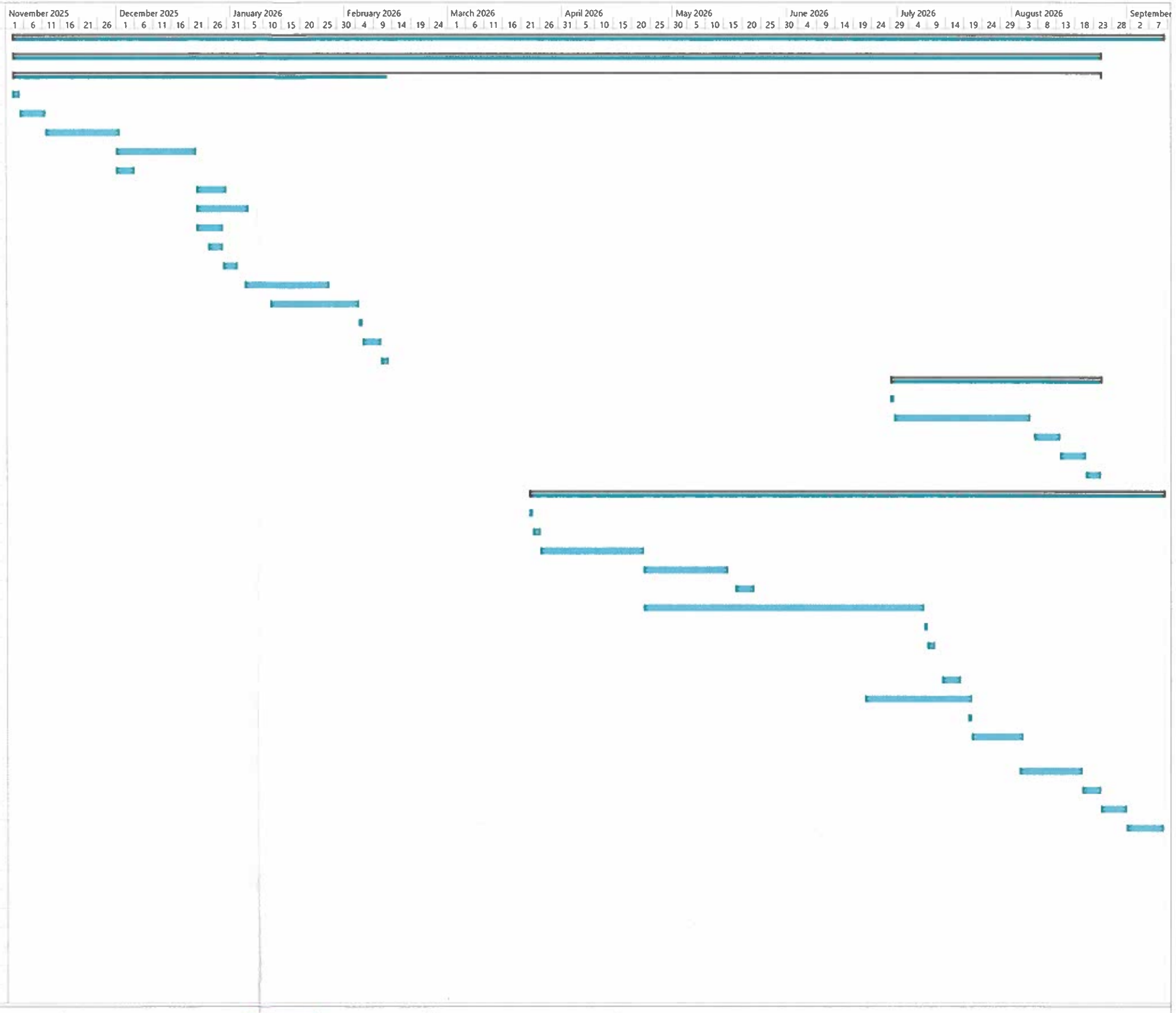
4. That the signature(s) above is/are the genuine signature(s) of such individual(s).

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company as of this 8th day of October, 2025.

THE L. E. MYERS CO. CORPORATE SEAL 1977 DELAWARE

Signature:
Name: Kristin Towle
Title: Assistant Secretary

ID	Task Name	Duration	Start	Finish
1	**Centerpoint Substation**	216.25 days	**Mon 11/3/25**	**Thu 9/10/26**
2	**Civil Work -**	**204.25 days**	**Mon 11/3/25**	**Mon 8/24/26**
3	**Mobilization 1**	**204.25 days**	**Mon 11/3/25**	**Mon 8/24/26**
4	Mobilization	2 days	Mon 11/3/25	Tue 11/4/25
5	Layout/ Silt Fence	5 days	Wed 11/5/25	Tue 11/11/25
6	Strip Topsoil/ Stockpile	13 days	Wed 11/12/25	Mon 12/1/25
7	Cut/Fill Grading	16 days	Mon 12/1/25	Mon 12/22/25
8	Install Culverts	5 days	Mon 12/1/25	Fri 12/5/25
9	Replace Topsoil	5 days	Tue 12/23/25	Tue 12/30/25
10	Install Manholes and Vaults	8 days	Tue 12/23/25	Mon 1/5/26
11	Install Access Road Aggregate Base	4 days	Tue 12/23/25	Mon 12/29/25
12	Prep Rebar	2 days	Fri 12/26/25	Mon 12/29/25
13	Install Drilled Pier Fopundations	3 days	Tue 12/30/25	Fri 1/2/26
14	Install Transformer Pad	17 days	Mon 1/5/26	Tue 1/27/26
15	Install Switchgear Pad	18 days	Mon 1/12/26	Wed 2/4/26
16	Install Bollards	1 day	Thu 2/5/26	Thu 2/5/26
17	Backfill/Grade Site	3 days	Fri 2/6/26	Tue 2/10/26
18	Demobilize	2 days	Wed 2/11/26	Thu 2/12/26
19	**Mobilization 2**	**40.25 days**	**Mon 6/29/26**	**Mon 8/24/26**
20	Mobilize	1 day	Mon 6/29/26	Mon 6/29/26
21	Precast Fence Installation	26 days	Tue 6/30/26	Wed 8/5/26
22	Substation Rock Surface	5 days	Fri 8/7/26	Thu 8/13/26
23	Entrance Road Asphalt Pavement	5 days	Fri 8/14/26	Thu 8/20/26
24	Clean Up/Demobilize	2 days	Fri 8/21/26	Mon 8/24/26
25	**Electrical Work**	**121.25 days**	**Mon 3/23/26**	**Thu 9/10/26**
26	Mobilize	1 day	Mon 3/23/26	Mon 3/23/26
27	Material Inventory	2 days	Tue 3/24/26	Wed 3/25/26
28	Duct bank Installation Inside the Substation	20 days	Thu 3/26/26	Wed 4/22/26
29	Below Grade Grounding	17 days	Thu 4/23/26	Fri 5/15/26
30	Below Grade Conduits	5 days	Mon 5/18/26	Fri 5/22/26
31	Duct bank Installation Outside the Substation	52 days	Thu 4/23/26	Tue 7/7/26
32	Install Steel Structures	1 day	Wed 7/8/26	Wed 7/8/26
33	*It is in the Assumption that LEM is Ready for Transformer and Switchgear to be Unloaded by Others at this Time*	2 days	Thu 7/9/26	Fri 7/10/26
34	Above Grade Grounding	5 days	Mon 7/13/26	Fri 7/17/26
35	Boring and Installation of Underground HDPE	20 days	Mon 6/22/26	Mon 7/20/26
36	Install Control House Steps	1 day	Mon 7/20/26	Mon 7/20/26
37	Subtation and Heavy UG Cable Pulling and Termination Inside the Substation	10 days	Tue 7/21/26	Mon 8/3/26
38	Heavy Underground Cable Pulling and Termination	13 days	Mon 8/3/26	Wed 8/19/26
39	Signage and Nameplates	3 days	Thu 8/20/26	Mon 8/24/26
40	Clean Up	5 days	Tue 8/25/26	Mon 8/31/26
41	***Switchgear Grounding Test Equipment is quoted 40-44 weeks. Commissioning and Testing is contingent upon the availability of the Equipment***	7 days	Tue 9/1/26	Thu 9/10/26
42				
43				
44				
45				
46				
47				
48				



Project: Centerpoint Substation - RMU

Date: Wed 10/8/25

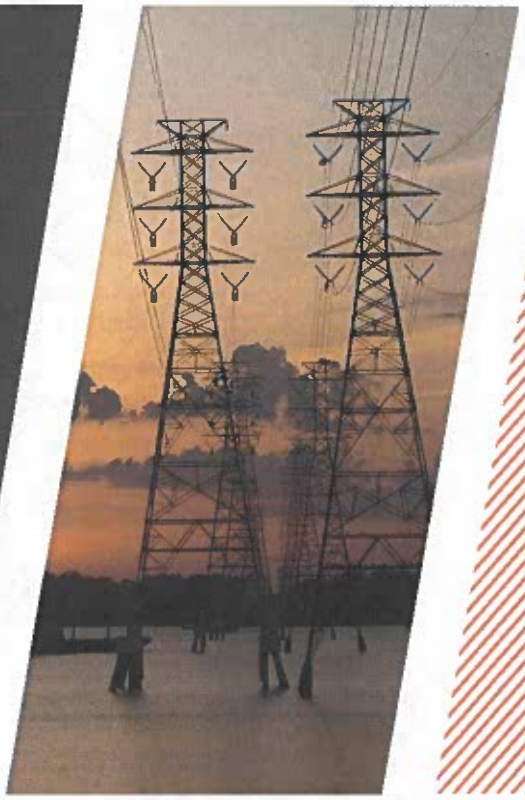
Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

THE L. E. MYERS CO.
ELECTRICAL CONSTRUCTION
SINCE · 1891

An MYR Group Company

CAPABILITIES & EXPERIENCE

IN ELECTRICAL CONSTRUCTION



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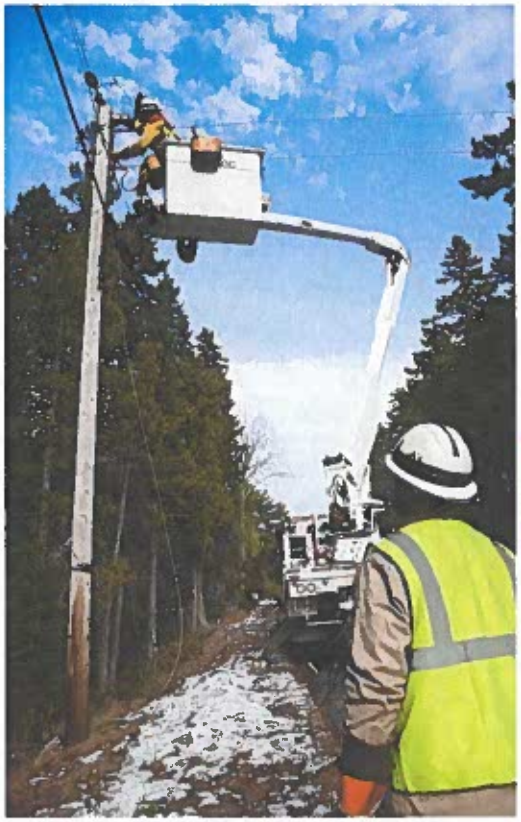

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ABOUT THE L.E. MYERS CO.

Established in 1891, The L.E. Myers Co. (L.E. Myers) has successfully completed hundreds of substation, transmission line and distribution system projects throughout the Midwest, Northeast and Southeastern U.S.

We deliver a complete range of services including power line construction, telecommunications infrastructure, emergency restoration and traffic signalization and possess extensive expertise providing services in congested urban environments.

Our offices, as well as management, manpower, equipment and fleet resources, are conveniently located throughout the Midwest, Northeast and Southeast, providing accessibility throughout the regions we serve.

Our years of experience provide us with an arsenal of knowledge regarding issues unique to the region when it comes to topography, weather conditions, permitting/ ROW/ landowner relations, regional laws and regulations, familiarity with local and regional subcontractors and union and labor relations.

As an operating subsidiary of MYR Group Inc. (MYR Group), L.E. Myers offers customers the benefit of extensive, nationwide resources in equipment and manpower, industry-leading safety statistics and programs, management expertise and financial backing.

Along with national presence and continued growth, we adamantly strive to maintain strong local presence and support by offering such advantages as a single point-of-contact for clients, an emphasis on personal responsibility on all projects, and flexibility and adaptability to conform to client methods and standards.

View the milestones that sculpted L.E. Myers

ABOUT MYR GROUP INC.

MYR Group Inc. consists of long-established and successful electrical contractors with the expertise, resources, tools, equipment, and financial backing required for some of the United States and Canada's most challenging electrical infrastructure projects.

MYR Group offers an array of electrical construction services through its Transmission & Distribution (T&D) and Commercial & Industrial (C&I) divisions, and consists of the following subsidiaries:

CSI Electrical Contractors, Inc.	The L.E. Myers Co.
E.S. Boulos Company	MYR Energy Services, Inc.
Great Southwestern Construction, Inc.	Powerline Plus Ltd.
Harlan Electric Company	Sturgeon Electric Company, Inc.
High Country Line Construction, Inc.	Sturgeon Electric California, LLC
Huen Electric, Inc.	Western Pacific Enterprises Ltd.

QUICK FACTS

1891 ROOTS
130+ years of building & maintaining critical electrical infrastructure

$3.36B
Reported revenue for the full year of 2024

TOP 5 ENR
U.S. Specialty Electrical Contractors for 25+ years in a row with Engineering News-Record (ENR)

65+
Locations throughout U.S. & Canada

MYRG
Publicly traded on NASDAQ

8,500+
Employees throughout U.S. & Canada

HEADQUARTERS
12121 Grant Street, #610
Thornton, CO 80241
Phone: 303.286.8000

OUR CORE CAPABILITIES

L.E. Myers provides a complete range of capabilities within the electrical construction industry. Since 1891, L.E. Myers has provided electric utilities, municipalities, cooperatives, government agencies and private developers with the resources and experience necessary to execute successful transmission, distribution, substation, and renewable energy projects.

TRANSMISSION
Construction

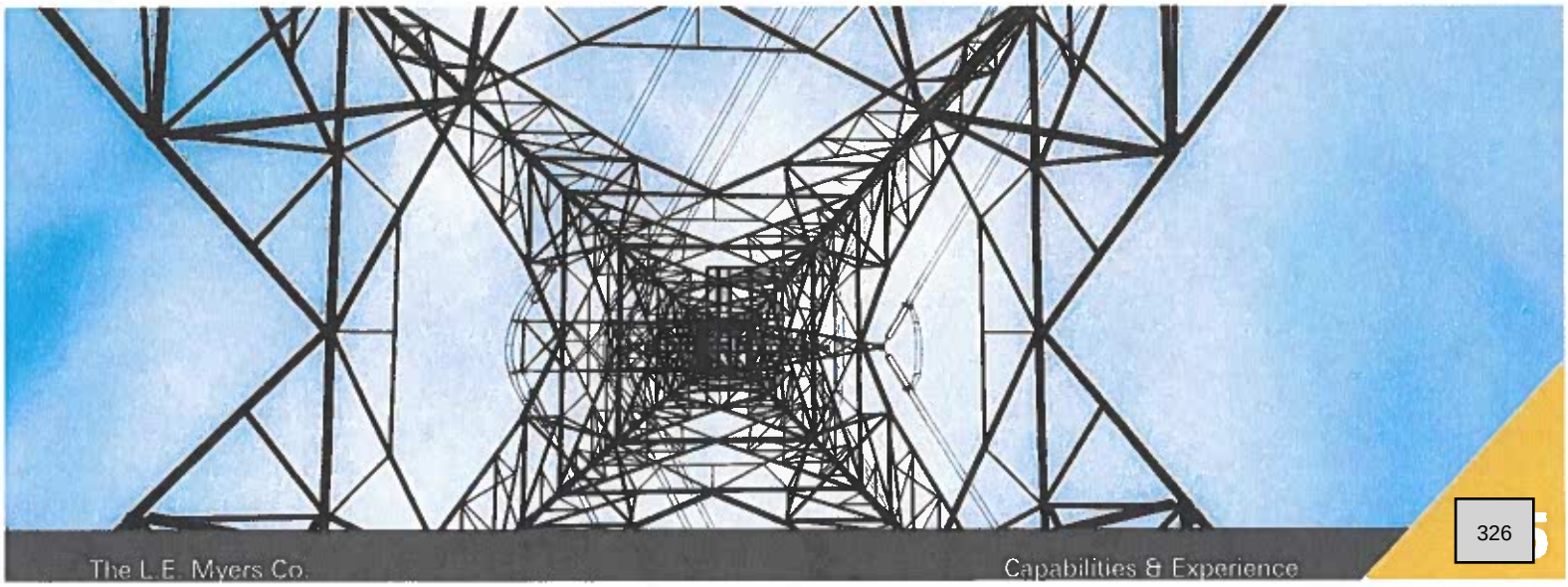
DISTRIBUTION
Construction

SUBSTATION
Construction

EMERGENCY
Restoration

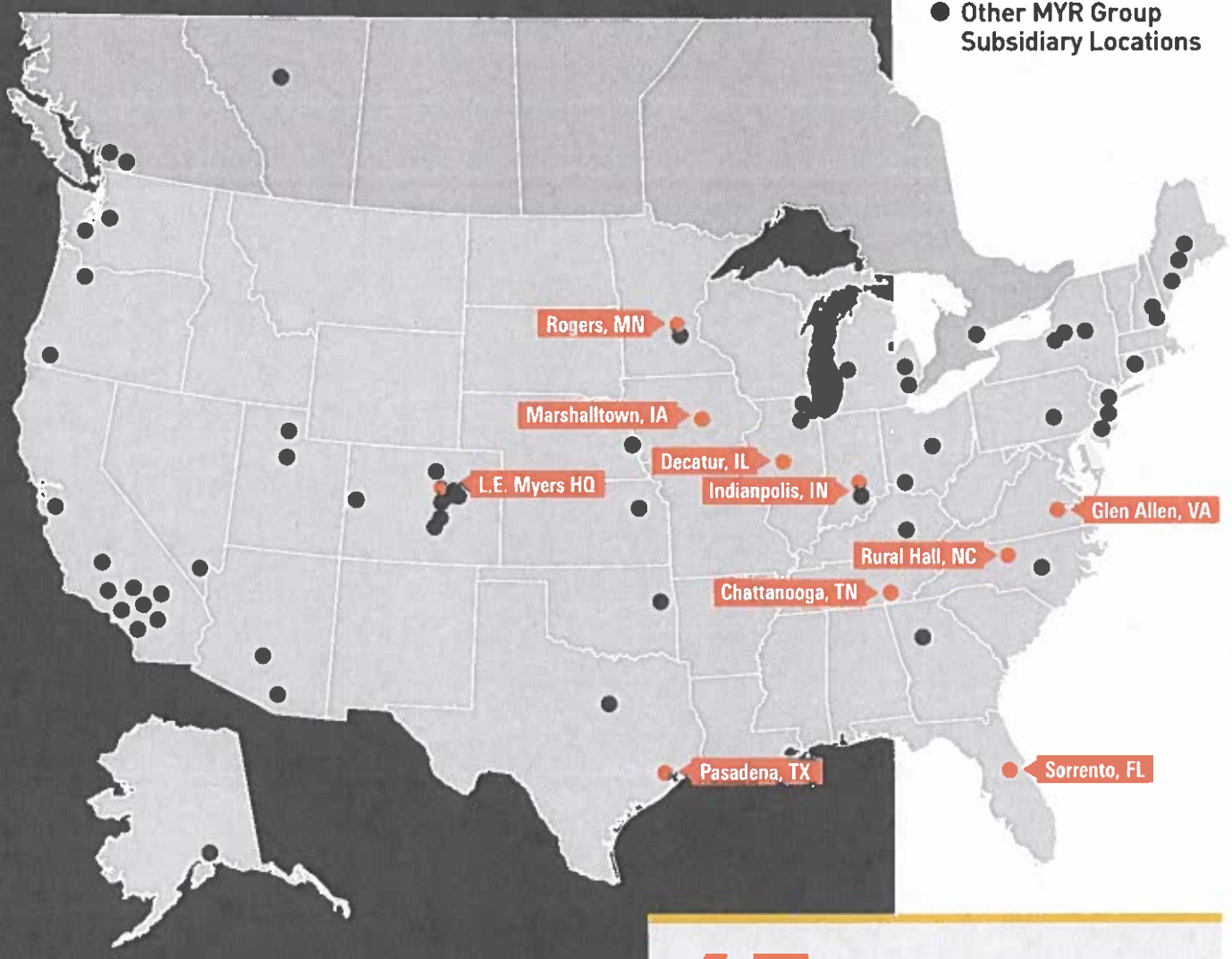
CLEAN
Energy

EPC
Services



OUR LOCATIONS

MYR Group subsidiaries operate an extensive network of offices throughout the U.S. and Canada. This allows us to combine local management controls and far-reaching resources to provide clients with the stability, quality, and responsiveness they require during project execution. Our extensive presence, craft personnel and management resources, and fleet of specialized construction equipment allow for efficient mobilization to execute projects of all scopes and sizes.



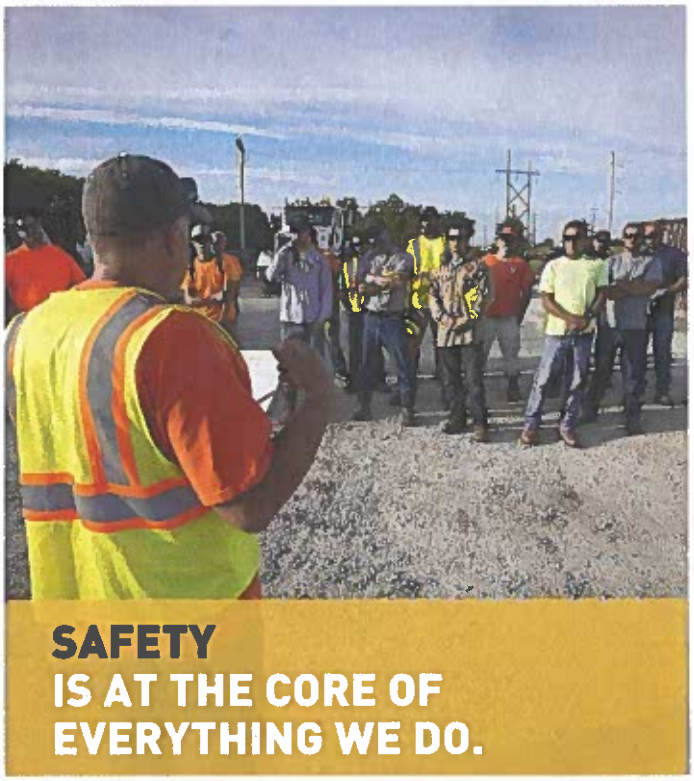
65+ MYR GROUP OFFICE LOCATIONS

IN THE UNITED STATES & CANADA

SAFETY

At L.E. Myers, safety is a constant state of mind, ingrained into our attitudes, values, goals and behaviors; because we know simply having the best training, tools and equipment, and processes and procedures aren't enough to keep us safe. We are proud of our behavioral commitment to safety and strong culture–built upon tenacious management commitment, considerable employee involvement, top-notch training programs, industry involvement, and constant focus on innovation and continuous improvement.

Our dedication and efforts result in outstanding safety performance and help to maintain our industry-leading reputation as a top specialty electrical contractor.



TRAINING

We prioritize the training and development of our employees, so they are equipped with the latest, most comprehensive and accurate information possible. Through a combination of quality programs that focus on both tactical skills and human behavior, we can improve employee performance, increase engagement, reduce turnover, and enhance morale.

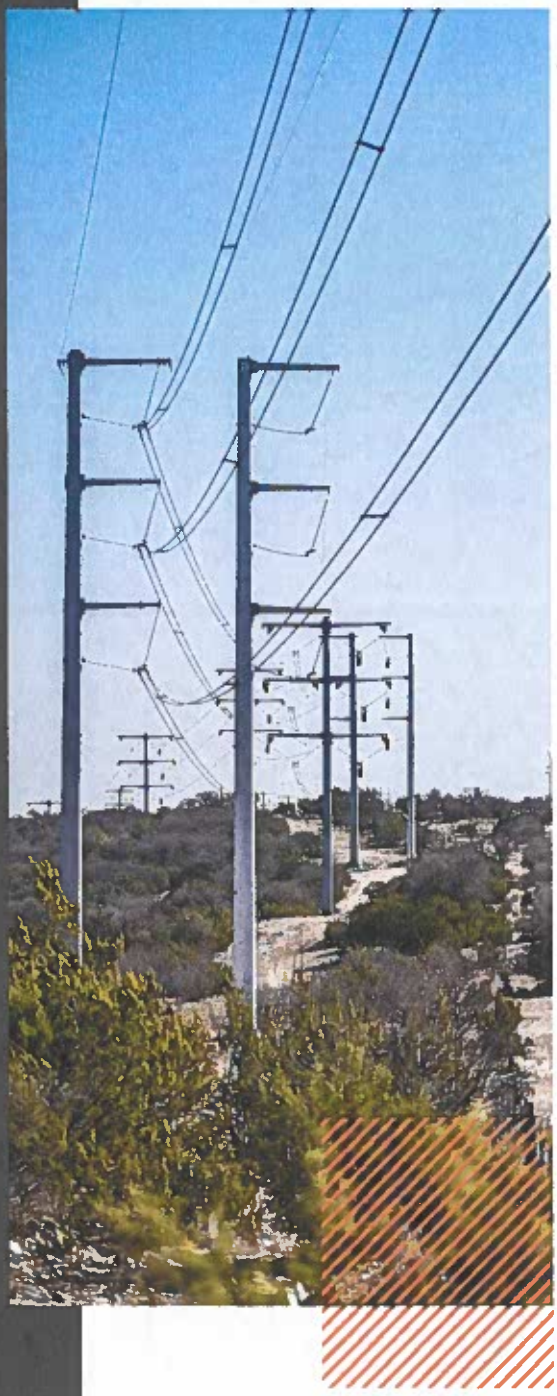
We utilize Vector Solutions, or QuickBase, for observation data depending on requirements. These programs allow the team to receive real-time visibility into what is happening on the ground, which enables our Safety Professionals to actualize the data and trends to get ahead of any potential safety issues first-hand. Information can be shared with stakeholders, customers, and with crews for daily and weekly safety topics/meetings.

L.E. MYERS 2024 SAFETY STATISTICS

EXPERIENCE MODIFICATION RATE	TOTAL CASE INCIDENT RATE	LOST CASE INCIDENT RATE	TOTAL HOURS WORKED
0.49	1.29	0.12	1.70M

INDUSTRY INVOLVEMENT

We are an active member and partner to industry organizations and groups that support strategic industry initiatives. Our memberships, partnerships, and sponsorships reflect our values while strengthening our ESG efforts. Below are a few examples of our industry partnerships and memberships.



Electrical Transmission & Distribution Partnership

MYR Group is an active member in the Electrical Transmission & Distribution Partnership (ET&D). In 2004, MYR Group was one of the five founding companies of the ET&D, which highlights an alliance of corporations, organizations, and government agencies to promote the first-ever industry-specific safety initiative.

OSHA Voluntary Protection Program (VPP)

OSHA's VPP STAR status is the highest recognition level awarded by OSHA for workplace safety and health. MYR Group is proud to have two subsidiaries that have maintained VPP STAR status since 2008. We continually push forward to remain at the forefront of health and safety and consistently renew our districts in the VPP Program, as well as add more districts across the company into this prestigious program through MERIT and STAR status.

Trade Associations, Apprenticeships Organizations, and Labor Unions

We maintain partnerships with nationwide line schools and electrical apprenticeship training programs, are actively involved in industry boards and committees, and work collaboratively with local union halls through the International Brotherhood of Electrical Works (IBEW) and National Electrical Contractors Association (NECA).

AMERICAN SOCIETY OF SAFETY PROFESSIONALS

EQUIPMENT & LABOR RESOURCES

As an operating subsidiary of MYR Group, L.E. Myers has access to one of the largest fleets in the industry and a nationwide network of experts and will work closely with clients on projects to manage workloads and resource requirements. A significant strength of being an MYR Group company is our ability to move qualified supervision and resources to support our commitments to customers.

SKILLED WORKFORCE

Collectively, MYR Group subsidiaries include the expertise of more than 8,500 employees located throughout the U.S. and Canada. MYR Group subsidiaries and district offices include a wide array of seasoned industry experts, ranging from corporate, management, administrative, and field personnel.

We often collaborate to share expertise, insight, best practices and lessons learned on projects; and have the ability to share and scale personnel resources as needed.

EXTENSIVE FLEET RESOURCES

MYR Group owns and operates a centrally managed fleet to ensure our customers have quick access to a full complement of up-to-date equipment with superior availability and improved cost. Through long-standing vendor relationships across the country, we have priority to purchase or rent the hard-to-find equipment our clients need to keep projects moving forward and help reduce costs in the process.

Backed by highly experienced management teams, we work together with our operational leaders and customers to plan and execute projects where clients only use and pay for the specialized equipment they need.

The majority of MYR Group subsidiaries are a large employer in IBEW Local Union jurisdictions, and participate on national and local levels with Joint Apprenticeship Training Committees, enabling us to influence the number of apprentices that can be brought into the program.

PROJECT MANAGEMENT CAPABILITIES

Capturing our client's most critical needs, identifying potential challenges, and mitigating risk are key to achieving successful project outcomes. This requires thorough planning and the anticipation and quick resolution of potential issues before construction begins.

We provide our clients with comprehensive preconstruction solutions, including conceptual budgeting and estimating, constructability reviews and engineering, and efficient pricing models, which lead to projects that finish on time and on budget.

Our success can be attributed to decades of industry experience, client relationships, and a skilled workforce. We provide solutions for your most complex and intricate projects.

- PRE-CONSTRUCTION SERVICES
- PROJECT CONTROLS
- PROCUREMENT / MATERIAL MANAGEMENT
- SUBCONTRACTING PLANS
- EQUIPMENT PLANS
- COMMUNICATION PLANS
- HEALTH, SAFETY, & ENVIRONMENTAL PLANS
- QUALITY ASSURANCE/ QUALITY CONTROL PLANS

CONTRACTOR LED EPC PROJECT DELIVERY

We often serve as the prime contractor, combining expertise with proven partners to create a best-in-class team that provides maximum quality, safety, and cost efficiency to meet our client's goals. From the earliest planning stages through project delivery, we commit the necessary resources to achieve cost-effective and efficient results.

OUR EPC SOLUTION OFFERS:

- Diverse expertise & skill sets
- A single point of contact
- Cost competitive models with transparency on how project decisions impact cost
- Reduced project timelines with defined in-service dates
- Construction pragmatism and early constructability analysis
- Ability to see things from the customer's perspective
- Assumption of many project risks while preventing contractual carve-outs & unnecessary project costs
- Optimized subcontractor productivity & performance
- Engineers on staff to manage engineering process and any hired partner Engineer of Records
- Accountability throughout all project phases

ENGINEERING EXPERTISE

We have built a strong team of engineering partners with extensive industry experience to work collaboratively with our customers. Our approach not only seeks to identify opportunities that maximize value, but we strive to understand the needs of our clients and the project specifications to ensure the design yields both long-term performance and cost savings.

MATERIALS PROCUREMENT

Our in-house procurement and materials management capabilities maximizes value and economies of scale. Through relationships with trusted and established manufacturers and suppliers, we minimize transactional costs, supplier risk, and often present alternatives during the estimating process. We oversee the entire process from materials specification and ordering, scheduling, material delivery and quality assurance, to installation.

CONSTRUCTION MANAGEMENT

Our construction management team's involvement is not limited to periods of project construction. Decisions and processes established during concept development and design enable construction management success. Early integration is beneficial to help identify and address issues that pose significant cost/schedule impacts, as well as opportunities for driving increased value and reduced risk.

SUPPORTING SUSTAINABILITY

Building a sustainable future for our people, clients, and communities.

Focusing on our carbon footprint, protecting the safety and wellbeing of our people, and supporting the communities where we live and work remain a top priority as we continue to provide critical electrical infrastructure services that help power a clean energy future.

The framework that guides our efforts is a parts-to-whole relationship between environmental stewardship, social sustainability, and corporate governance, surrounded by the focus of a safety-first culture.

ENVIRONMENTAL

- Reducing Our Impact on Projects
- Long Term Partners in the Clean Energy Transformation
- Operating Responsibly

GOVERNANCE

- Corporate Governance
- Emphasis on Strong Board Composition
- Establish Policy and Guidance

SOCIAL

- Investing in Our People
- Fairness and Opportunity
- Giving Back to Our Communities

View our 2024 Corporate Responsibility Report

ENVIRONMENTAL MANAGEMENT

From early project planning through post-construction, together with third-party environmental teams, we develop and maintain strict environmental standards and programs that meet all applicable project requirements. Our project teams are versed in developing, managing, and adhering to environmental compliance standards with respect to a wide range of site conditions.

ENVIRONMENTALLY SENSITIVE PROJECTS

Central East Energy Connect | LS Power Grid

In the northeast, we constructed the Marcy to New Scotland project, which consists of nearly 100 miles of 345kV transmission construction in New York. We worked in conjunction with local agencies and business partners, to ensure the proper execution of Article VII. Our efforts included filing necessary documentation, meeting and exceeding environmental regulations, and adhering to all identified requirements.

Gateway-Roxford | Ameren

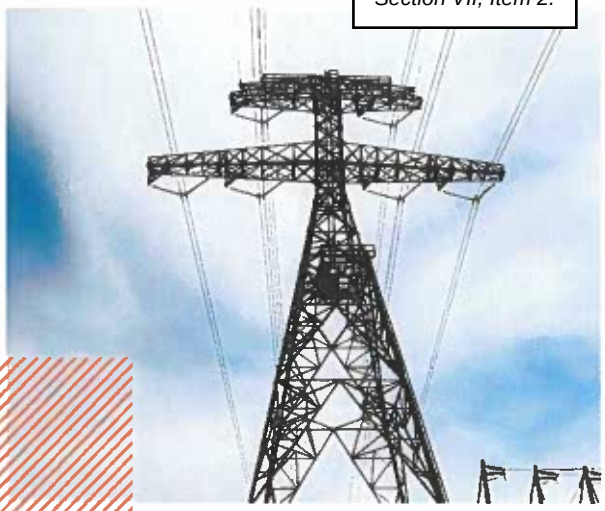
Originally installed in 1968, the existing steel lattice towers needed replacing along the 13.52-mile stretch of transmission line, going from the new Gateway substation to the existing Roxford substation, which was also rebuilt as a double circuit 345kV transmission line. With more than half the line's stretch located on Chouteau Island in the Mississippi River, much of the project included two river crossings and was primarily accessible via weight-limited bridges. A majority of the towers were located within the 100-year floodplain of the Mississippi River, so the new lattice towers were constructed on platforms to match the 100-year floodplain for resiliency to the flood prone right-of-way. The project required an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA), resulting in a Finding of No Significant Impact (FONSI) decision notice. The project's permits required strict environmental impact compliance such as access matting to prevent rutting from equipment and construction operations.

Maine Power Reliability Program (MPRP) | Central Maine Power

L.E. Myers crews constructed and rebuilt more than 1,000 structures and strung 210 miles of 345kV and 115kV transmission lines throughout northeastern Maine as part of this critical program – the state's largest energy infrastructure project at that time. Environmental monitoring was a key aspect of this project, requiring strict compliance with regulations from the Maine Department of Environmental Protection, the Army Corps of Engineers, and third-party inspectors. We maintained a full-time environmental team, working closely with government inspectors to manage environmental considerations. The permitting process involved over 5,000 pages of permits, and strict scheduling was driven by environmental restrictions, especially concerning water protection and minimizing land impacts. We implemented extensive erosion controls, including timber mats, silt fences, and water diversions, to prevent contamination of wetlands, streams, and rivers. Archaeological sites were protected, and wildlife management efforts focused on eagle and osprey habitats, ensuring minimal disruption to nesting and work schedules.

TRANSMISSION

L.E. Myers' far-reaching capabilities encompass the design, construction, and maintenance of transmission facilities ranging from 69kV to 765kV. We have a full range of experience and capabilities to manage all phases of high-voltage electrical construction from material procurement, structure erection, wire stringing, and overall project management. We have experience with every type of structure, foundation, voltage, and terrain; and can provide the labor and equipment resources required for projects of all sizes and scopes.



SERVICES

- Planning, pre-construction, value engineering
- Licensing/permitting
- Conductor stringing
- Tower assembly and erection
- Fiber testing
- Foundations/civil construction
- Materials management/procurement
- Environmental management/compliance
- Landowner relations
- Security services
- Traffic management
- Drone services
- Project closeout

NOTABLE TRANSMISSION PROJECTS

Fentress to Yadkin 500kV Rebuild

Dominion Energy | In Progress

Construction of approximately 13.5-mile wreck and rebuild existing 588 line on engineered monopoles near Chesapeake, VA. This includes adding a new 5005 single-circuit 500kV line adjacent to the 588 line simultaneously. All structures will be heavy engineered steel monopoles on vibratory caissons or concrete multi-pile foundations.

Howard to Bucyrus Line Rebuild

American Electric Power | Dec. 2024

This project was a wreck out and rebuild of 19.73 miles of 2 bundle 500kV line. We installed single circuit three-phase triple bundle conductor and 71 lattice structures on drilled pier foundations. Our all-inclusive scope also included access installation, E&S installation and management, temporary and final rehab and restoration, and foundation installation.

Central East Energy Connect

VIDEO Click to View

LS Power | Dec. 2023

For the Central East Energy Connect, which spans 93 miles of an existing utility-owned transmission line, L.E. Myers crews reconducted 230kV and 345kV transmission lines on existing structures and removed 230kV transmission lines on H-frame structures, replacing them with 345kV steel monopole structures in single- and double-circuit configurations.

Loudoun-Ball Run Rebuilds

Dominion Energy | June 2023

This project consisted of transmission rebuilds on 57 various 230kV structures.

ADDITIONAL TRANSMISSION PROJECTS

LU Riverton-Neosho Line

Empire District Electric Company | Dec. 2022

Scope included wreckout and rebuild of 25.5 miles of 161kV transmission line, including 20.1 miles of 69kV double circuit.

Gateway to Roxford 345kV Line

2022 NECA Excellence Award Winner

Ameren Illinois Distribution | Dec. 2021

L.E. Myers served as both the general contractor and electrical contractor for the Gateway to Roxford 345kv transmission line, a 13.52-mile stretch from substation to substation. This project included the removal of all existing COR-TEN lattice towers and driven pile foundations, as well as the existing conductor. Old materials were replaced by 59 self-supporting lattice towers, ranging from 93-235 feet, and the installation of a double-circuit, double-bundled 795 kcmil ACSS conductor. The project also required the installation of two overhead optical ground wire (OPGW) shield wires and permanent lighting, as mandated by the FAA.

SGS – RCE Reconductor

Seminole Electric Cooperative, Inc. | Oct. 2021

This project included the reconductoring of the SGS-RCE line with 1590 ACSR and removing the current 1780 SD wire. The project involved 14 different wire pulls with multiple hot distribution crossings, a total of 39 structures, and the line route was approximately 8.5 miles.

50 Avenue NW EPC Transmission Lines

MidAmerican Energy Company | Aug. 2020

This EPC project included the relocation of 0.85 miles of 345kV transmission line, construction of three new, 161kV transmission lines totaling 5.4 miles and relocating an additional 0.5 mile of 161kV line. L.E. Myers was responsible for all above grade construction and material procurement for our work. The transmission lines were a mix of steel poles on drilled pier foundations and direct embedded steel and wood poles. Conductor installed included T2-556 ACSR and bundle 795 ACSR and OPGW.

Limestone – Gibbons Creek Transmission Line

Cross Texas Transmission, LLC (CTT) | Apr. 2018

This Limestone to Gibbons Creek 345kV Transmission Line connected two major substations – Limestone and Gibbons Creek – in southeast Texas with 68 miles of 345kV double-circuit transmission line. L.E. Myers Co. provided construction management, material procurement, and construction services, including right-of-way clearing, environmental controls, foundation installation, structure assembly and erection, and conductor stringing.

SUBSTATIONS

L.E. Myers performs substation, collector system, and switchyard construction from the ground-up including engineering, material procurement, site work, foundation construction, grounding systems, steel erection, bus work installation, welding, power and control cable installation, testing, and finish rock for stations fro 34.5kV to 765kV. We have also constructed static car compensation stations and stations requiring sophisticated dynamic var systems and capacitor bank systems.

SERVICES

- Planning, pre-construction, value engineering
- Panel fabrications for cabinets
- Welding/buss work
- Offloading/construction of control buildings
- Control cable/terminations/wire work
- Pad construction
- Above grade work
- Security barrier fencing
- Foundations / civil construction
- Materials management/procurement
- Drone services
- Project closeout

NOTABLE SUBSTATION PROJECTS

Southwest Substation

AES Indiana | In Progress

The project includes the replacement of existing 34kV open air equipment for the North and South bank with two new 34kV metal clad switchgears.

Key Largo Substation

Florida Keys Electric Cooperative Association | Jan. 2024

This project scope included the new construction of a substation in Key Largo, FL.

Raccoon Mountain Substation

Tennessee Valley Authority | 2024

Substation construction involved the rebuild of the Raccoon Mountain 500kV and 161kV substations. The work consisted of a well-planned strategy of pre-outage, outage, and post outage work to be completed in a 6-week dewatering outage. The scope consisted of installing all new foundations, conduit, cable tray, cables, breakers, switches, bus, steel, relay racks, relay components and other panel equipment inside the switch house.

Guion Substation

AES Indiana | Dec. 2023

The project involved the expansion of the 345kV and 138kV substation. Also included is the modification/expansion of the ground grid, relocation of existing fence and equipment due to substation yard expansion, and all protection & control schemes required to support the new equipment.

ADDITIONAL SUBSTATION PROJECTS

Fargo Substation 138kV

Ameren Illinois Distribution | May 2023

The substation upgrade consisted of a near complete rebuild of the 138kV side including the replacement of seven breakers and 20 disconnect switches. This project also included a significant relay upgrade with remote network connections.

IPL Stout Substation

AES Indiana | Aug. 2022

The project included the expansion and reconfiguration of the existing 345kV substation to a ring bus. To accommodate this, an addition was made of one three-phase IPO 345kV circuit breakers, two motor-operated disconnects, new buswork to connect to the new tie-breaker, and an expansion of the substation fence and grounding grid.

Rawlings Security Barrier

Sagrent & Lundy | July 2022

This project consisted of building a new security barrier around existing 500kV substation in Warfield, VA. New foundations for the post and panels were installed.

IPL Fiber Replacement

AES Indiana | Dec. 2021

This project replaced fiber on nine line segments and pole changeouts throughout Indianapolis. Also included was replacing existing shield wire with OPGW on structures, replacing at least 101 wood pole structures, and installing 29 splice boxes.

Diamond Star Substation

Ameren Illinois Distribution | June 2021

L.E. Myers crews constructed a new 138/12kV distribution substation and partial rebuild of existing substation yard. Foundations, grounding, and conduit for the 138kV and 12kV substation equipment were included in the project.

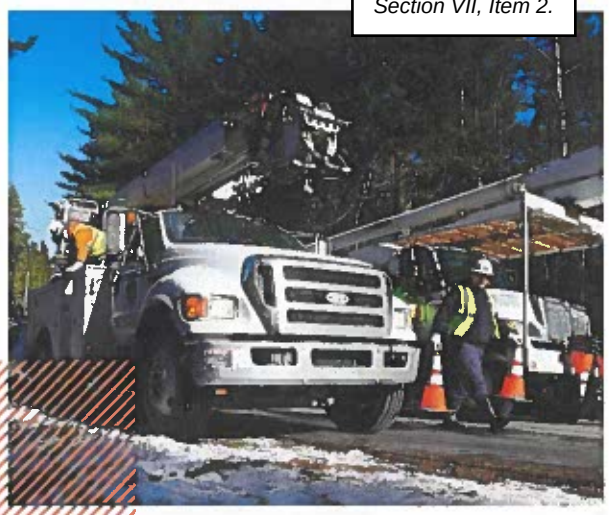
50 Avenue NW Substation

MidAmerican | 2021

L.E. Myers performed all the above-grade construction and procured materials for this project, which included building a greenfield 161kV substation, relocating nearly one mile of 345kV transmission line, constructing three new 161kV transmission lines totaling 5.4 miles, and relocating an additional half mile of 161kV line. At the substation, crews installed the major electrical equipment, including 161kV circuit breakers, motor- and manually operated switches, capacitor voltage transformers, and potential and current transformers.

DISTRIBUTION

We have constructed and maintained thousands of miles of overhead and underground distribution projects from new development in rural areas to urban repair and rebuild projects, working in a variety of energized and de-energized conditions. We have several long-term and established partnerships with a variety of clients to perform distribution line construction and maintenance services.



SERVICES

- Pole Removal/Replacement
- Overhead Work
- Underground Work
- Smart Grid Technology Installation
- Ongoing Maintenance
- Joint Trench
- Wire Stringing
- Panel fabrication

NOTABLE DISTRIBUTION PROJECTS

Ameren Illinois Company | IL | 1996-2025
Distribution maintenance, storm work, rebuild, and underbuild projects.

CenterPoint Energy | TX | 1968-2025
Full range of distribution construction services, including: overhead 12kV and 34.5kV distribution, pole replacement, and underground URD.

Citizens Electric Corp. | MO | 2013-2025
Various overhead maintenance and construction, and 3.6 miles of 69kV steel pole line new construction in Fruitland.

City of Lake Worth | FL | 2019-2023
Various overhead and underground distribution work, storm restoration, and circuit conversions.

CPS Energy | TX | 2003-2024
Various streetlight projects and maintenance.

Menard Electric Coop | IL | 2017-2025
Various overhead distribution maintenance and repair projects.

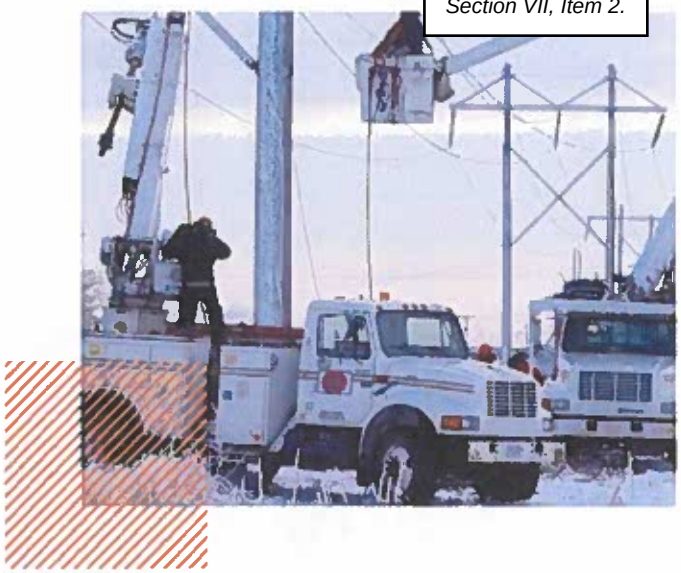
Omaha Public Power District | NE | 2009-2024
Various overhead distribution projects and maintenance.

Prairie Power Inc. | IL | 2017-2025
Various distribution projects and maintenance.

Xcel Energy | MN, WI, SD | 2023-2025
Various overhead distribution projects and maintenance.

EMERGENCY RESTORATION

We restore power to electrical utilities, cooperatives, municipalities, private developers, government clients, and other transmission owners throughout the continental U.S. from damage caused by ice storms, wind storms, hurricanes, tornadoes, lightning, and earthquakes. We have the personnel and equipment resources required to quickly and efficiently respond to our clients most critical needs.



SERVICES

- Transmission
- Overhead Distribution/ Communication
- Underground Distribution/ Communication
- Substation
- Energized & De-energized Line Work
- Line Crews Dispatched Immediately During Business Hours
- 24-hour Emergency Dispatching
- Nationwide Coordination
- Heavy Equipment Mobilized within 48 Hours
- Immediate Access to 1,000+ Vehicles/Equipment

NOTABLE RESTORATION PROJECTS

Hurricane Beryl

Texas | Jul. 2024

Crews from L.E. Myers were called into Hurricane Beryl, which hit Houston as a Category 1 hurricane on July 8, knocking out power for nearly three million people.

Hurricane Helene and Milton

South East | Sept. & Oct. 2024

VIDEO Click to View

Largest storm response to date with over 370 lineworkers, mechanics, safety specialists, and other support staff at the peak of the effort after the Category 3 hurricane made landfall. Lineworkers from L.E. Myers and other MYR Group subsidiaries traveled to Florida from all over the United States.

765kV Storm Restoration

Ohio | Apr. 2024

In the wake of a tornado that touched down in the Midwest, a local utility called on L.E. Myers for storm damage restoration. The overall scope of this project included emergency cleanup and site securing of a felled 765kV structure, multiple span wire repairs due to wind debris damage, and the installation of a new 765kV structure and conductor.

Hurricane Ida and Nicholas

Louisana, Texas | Sept. 2021

The northwestern Gulf Coast was decimated by back-to-back Hurricane Ida and Hurricane Nicholas over a three-week period. L.E. Myers crews were dispatched to help with cleanup and power restoration across the impacted states.

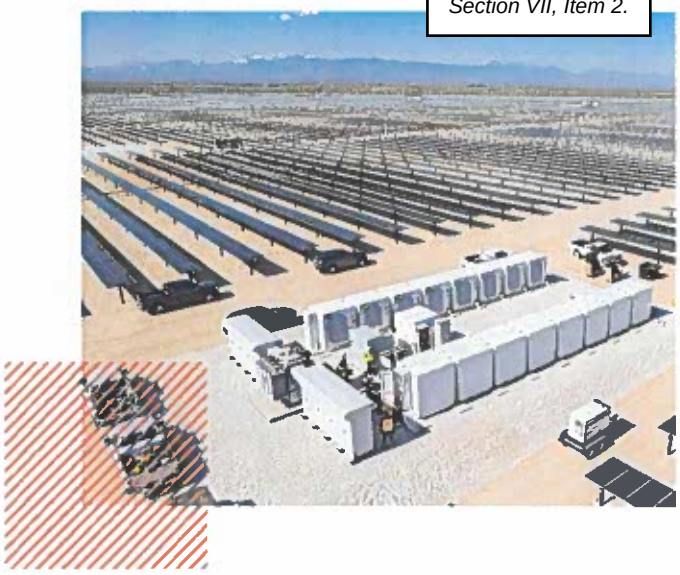
Midwest Derecho

Iowa | Aug. 2020

A severe derecho swept across the Midwest causing extensive damage throughout its path stretching from Nebraska to Wisconsin and Indiana. Our crews performed storm work for MidAmerican Energy Company and ITC to restore power to 585,000 customers in Iowa who were without electricity.

CLEAN ENERGY

We provide a wide range of contracting services for solar, battery storage, and other renewable energy facilities throughout the U.S., including engineer-procure-construct (EPC) and general contracting (GC) forms of project delivery. Through these partnerships, we focus on innovative engineering, timely procurement, and quality construction that result in economically feasible projects delivered on time and on budget.



SERVICES

- Permitting
- Procurement
- Engineering & Design
- Site Development, Grading & Infrastructure
- Module, Raceway, Conductor & Power Center Installations
- Battery Procurement & Installation
- Foundations Installation
- Tracker & Racking Installation
- Construction & Materials Management
- Substation & Transmission Line Interconnects
- Testing & Commissioning
- O&M Service
- Environmental Services

NOTABLE CLEAN ENERGY PROJECTS

Panther Creek Collection System | IL | Nov. 2024

Scope included the trench and install of 58,000-feet of collector cable and fiber for 16 wind turbines, ground and install conduits at turbines, install 16 pad mount transformers (1 at each turbine), and terminate cables.

Speedway Solar | IN | June 2024

The project included a 345/34.5kV substation and a 345kV eight structure transmission line as part of solar development.

Bartonsville Solar Substation | VA | Aug. 2023

This project consisted of substation construction for the Bartonsville Solar project in Stephens City.

Coastal Virginia Offshore Wind | VA | March 2020

This EPC project consisted of offshore HDD conduit and two interconnect stations for two 6 MW generators. Our scope of work involved design, supply, construction, installation, termination, connection, testing and post-installation commissioning activities for major components including the offshore HDD conduit, interconnection cabinet, and grid connection preparation.

Camp Grove Wind 138kV Repairs | IL | June 2017

Repaired 18 138kV wood poles due to wind damage.

Solar Panels for SunEdison | MD | June 2010

Solar panel installation including concrete, support structures and tracker system. Smart combiner box with weather system.

PERFORMANCE PARTNERSHIPS

Our performance partnerships are collaborative working environments that consist of fully integrated teams comprised of key client and contractor personnel. Working together, we foster common goals which improve communication and decision making, while reducing cost and schedule inefficiencies.

NOTABLE PARTNERSHIPS

Ameren | IL | Ongoing Since 1996

We perform a full range of transmission, substation and distribution work to Ameren and its underlying utility operating subsidiaries (Union Electric, Central Illinois Public Service Company, Illinois Power and Central Illinois Light Company). In early 2005, Ameren went through a selection process to hire alliance contractors for its various operating regions. We were awarded all the Illinois transmission, substation and distribution work for the former Illinois Power and Central Illinois Public Service Company.

CenterPoint Energy | TX | Ongoing Since 1968

For over 50 years, our partnership has consisted of performing a full range of transmission, substation, and distribution construction services. The Pasadena district performs above-ground 12kV to 34.5kV distribution and 69kV to 345kV transmission new construction and rebuilds. Substation services include rebuilds and greenfield construction.

CPS Energy | TX | Ongoing Since 2003

Our partnership has involved performing streetlight maintenance and various transmission projects for over 16 years.

Tennessee Valley Authority | TN | Ongoing Since 1996

Partnership agreement includes performance of transmission (46kV through 500kV) and substation construction/modification on TVA's system throughout its seven state service area. Currently manage over 150 field personnel on TVA property, and about 70 percent of outsourced work. In addition to providing lineman and electricians, we also provide all building trade labor including carpenters, iron workers, operating engineers and cement masons.

Xcel Energy | MN, WI | Ongoing Since 1997

We have a long-standing history of providing transmission work throughout Xcel Energy's Northern States Power (NSP) region. Our team served as an alliance partner through 2018, performing bid, T&E, substation, transmission, and storm restoration work on an annual basis. Currently, we are performing work under Transmission and Storm MSA agreements.

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lemyers.com

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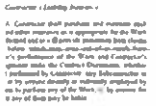

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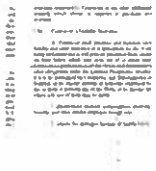

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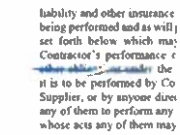

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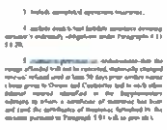

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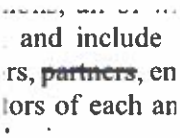

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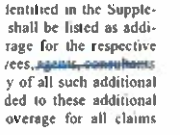

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8. Notwithstanding anything to the contrary, additional insured status, waiver of subrogation, payment of deductible and primary

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8. Notwithstanding anything to the contrary, additional insured status, waiver of subrogation, payment of deductible and primary and/or noncontributory provisions shall only apply to the extent (i) of the respective minimum amounts of insurance coverage this Agreement requires Subcontractor to maintain and (ii) necessary to provide coverage for the indemnity obligations expressly assumed by Subcontractor under the Agreement with respect to bodily injury and property damage.

18. Notwithstanding anything to the contrary, the liability of Contractor and its respective parents, affiliates, or subcontractors rel

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18. Notwithstanding anything to the contrary, the liability of Contractor and its respective parents, affiliates, or subcontractors relating to the Work or this Agreement shall not exceed, in the aggregate, an amount equal to (i) with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Agreement, the minimum coverage amounts required under this Agreement for the policy covering such loss, and (ii) with respect to all other losses, the Contract Price under this Agreement. The foregoing limitation of liability shall be read to the fullest extent of applicable law, and shall not apply to damages to the extent caused by Contractor's gross negligence or willful misconduct.

C. Notwithstanding any provision to the contrary, Contractor shall not be required to provide copies of its in[illegible] O

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C. Notwithstanding any provision to the contrary, Contractor shall not be required to provide copies of its insurance policies to Owner or any additional insured party.

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, NOR THEIR RESPECTIV

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D. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, NOR THEIR RESPECTIVE AFFILIATES, OWNERS, OR SUBCONTRACTORS, BE LIABLE TO THE OTHER FOR: (1) LOSS OF PROFITS OR REVENUE; (2) LOSS OF USE, OPPORTUNITY OR GOODWILL; (3) COST OF PURCHASED OR REPLACEMENT POWER OR CLAIMS OF CUSTOMERS DUE TO LOSS OF SERVICE; (4) COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES; (5) ANY DAMAGES RELATED TO THE DISALLOWANCE, REDUCTION, INABILITY TO CLAIM, OR RECAPTURE OF ANY TAX CREDIT OR BENEFIT; (6) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND; OR (7) ANY DAMAGES RELATED TO THE FAILURE TO RECEIVE FUNDING IN WHOLE OR IN PART, WHETHER ANY OF THE FOREGOING ARISES IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR BY OPERATION OF LAW, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING WAIVER SHALL NOT APPLY TO LOSS OF PRODUCTIVITY, DELAY, OR DISRUPTION COSTS.

D. Notwithstanding anything to the contrary, no warranty related to the Work or the Project shall extend past twenty-four (24) mc

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D. Notwithstanding anything to the contrary, no warranty related to the Work or the Project shall extend past twenty-four (24) months from Contractor's Substantial Completion. CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS THE WARRANTIES IN THIS ARTICLE ARE THE EXCLUSIVE REMEDIES WITH RESPECT TO DEFECTS OR DEFICIENCIES IN THE WORK. Notwithstanding anything to the contrary, Contractor and its sub-subcontractors shall not be responsible for liability arising out of Owner furnished material or engineering and design standards, specifications, or the application thereof.

for which Contractor may be liable under (1)

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for which Contractor may be liable under

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Notwithstanding anything to the contrary, (i) Contractor's maximum liability (including but not limited to liquidated damages, cost

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Notwithstanding anything to the contrary, (i) Contractor's maximum liability (including but not limited to liquidated damages, costs, damages, expense or other liability) for any delays or failure to meet any schedule date or milestone arising out of Contractor's Work shall not exceed five percent (5%) of the Contract Price, (ii) if applicable, the assessment of such liquidated damages shall be Owner's exclusive remedy and Contractor's sole liability, and (iii) Contractor shall only be responsible for such liability to the extent such delay is caused by Contractor and is not otherwise excused under this Agreement or the Contract Documents.

Notwithstanding anything to the contrary, in the event of significant delay or price increase or decrease of material, equipment, c

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Notwithstanding anything to the contrary, in the event of significant delay or price increase or decrease of material, equipment, or energy through no fault of Contractor or in the event of any changes to applicable tariffs, duties, or import/export taxes imposed by governmental authorities, the price and time of completion shall be equitably adjusted by change order in accordance with the procedures herein. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases between the date of our proposal and the date of installation.

BHMG

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION

INSTALLATION CONTRACT

2201 K003

August 29, 2025

Rochelle MUNICIPAL UTILITIES
The City of Rochelle's locally owned Utility

ROCHELLE MUNICIPAL UTILITIES

CENTERPOINT SUBSTATION
INSTALLATION CONTRACT

2201 K003

Construction Bids Due:
October 2, 2025
2:00 p.m.
Location: Rochelle City Hall

Pre-Bid Conference:
September 11, 2025
11:00 a.m.

Location:
Virtual Teams Meeting

Direct inquiries for clarification to:
Chris Couch
BHMG Engineers, Inc.
Phone: 636-237-7823
E-Mail: ccouch@bhmg.com

BHMG ENGINEERS, INC.
Consulting Engineers
9735 Landmark Parkway Drive, Suite 110
St. Louis, MO 63127

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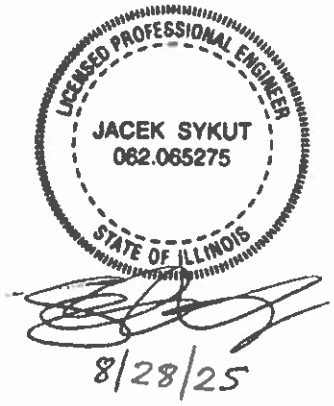
CONSTRUCTION DRAWINGS & BILL OF MATERIALS

Substation Design Package
Line Design Package

Seals and Signatures

	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois. Jacek (Jack) Sykut Jacek Sykut 08/28/25 Signature Date Discipline: Electrical Engineer, Illinois License # 062-065275 License Expires: 11/30/2025
	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois. Jacob Beerman 08/29/25 Signature Date Discipline: Civil Engineer, Illinois License # 062.070821 License Expires: 11/30/2025

INVITATION FOR BIDS

Rochelle Municipal Utilities, Ogle County, Illinois will receive sealed bids for:

Centerpoint Substation
Installation Contract

until 2:00 p.m. local time on October 2, 2025, at the City of Rochelle, 420 N. 6th Street, Rochelle, IL 61068.

A pre-bid conference will be held via a virtual meeting at 11:00 a.m. on September 11, 2025. Attendance is strongly encouraged. A Microsoft Teams invite will be sent to registered bidders.

The plans and specifications are on file with the City of Rochelle for viewing purposes only.

Copies of the documents may be acquired from BHMG Engineers, Inc., 9735 Landmark Parkway Suite 110A, St. Louis, Missouri 63127, Consulting Engineers for the said Board. Please email Amy Wooldridge, AWooldridge@bhmg.com with request.

Bids shall be received for the aforementioned items.

A certified check or bank draft on a responsible, solvent bank, or a satisfactory bid bond executed by the bidder and an acceptable surety company, payable to the City of Rochelle, John Bearrows, Mayor or Government Bonds or cash in the amount of not less than five percent (5%) of bid, shall be submitted with each bid.

The bid shall be marked to identify bid package contents, reference specification 2201 K003.

The successful bidder will be required to:

- Register as a bidder for this project.
- Furnish **in duplicate** the following executed documents:
  - Non-Collusion Affidavit
  - Bid Form
  - Bid Bond, Certified Check or Money Order
  - And any other documents as required by the specifications.

No bid shall be withdrawn after the opening of bids without the consent of the Utility for a period of sixty (60) days after the scheduled time of closing bids.

The said City of Rochelle reserves the right to reject any or all bids and to waive any informalities in bidding, and to determine and accept the bid most advantageous to the Utility.

Date: August 29, 2025

City of Rochelle, Illinois
John Bearrows, Mayor

Instructions to Bidders

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the sum stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be requested by the Owner.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Specification identifies:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except

Underground Facilities) that Engineer has used in preparing the Bidding Documents.

4.02 *Subsurface and Physical Conditions*

A. The Specification identifies:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings, which are not part of the Contract Documents, but the other "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.03 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. It shall be the responsibility of the Contractor to request underground facility and utility locators.

4.04 *Hazardous Environmental Condition* *Not Used*

4.05 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the

scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.06 ~~On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid.~~ Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

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4.07 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.08 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addendum.

B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. *Not used*

E. Obtain and carefully study (~~or accept consequences of not doing so~~) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. ~~Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the~~ Bidding Documents.

G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that ~~Bidder has complied with every requirement of this Article 4, that without exception~~ the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-bid conference will be held at 11:00 a.m. local time on September 11, 2025, via a virtual Teams meeting. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. ~~All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.~~

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – *Not Used*

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 *Not Used*

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 *Not Used*

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 *Not Used*

13.07 *Not Used*

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each unit described in the Bidding Documents as provided for in the Bid Form. The price for each unit will be the amount added to *or* deleted from the base Bid if Owner selects an addition or reduction of the scope of work. In the comparison of Bids, unit pricing will be applied in the same order as listed in the Bid form.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Bidder to complete these items from the Specification and submit with the Bid:

A. Bid Form

B. Bid Security

C. Non-Collusion Affidavit

D. Qualifications

E. Addendum (if issued)

F. List of Proposed Subcontractors

G. List of Proposed Suppliers

15.02 Bids shall be submitted no later than 2:00 p.m. local time, October 2, 2025, at the address shown below.

A. The Bid and all documents shall be enclosed in a sealed envelope plainly marked with the following:

1. Project Title: Centerpoint Substation, Installation Contract

2. Name and address of Bidder

B. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED".

C. All Bids shall be delivered to:

Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068
2201 K003

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

ARTICLE 17 - OPENING OF BIDS

15.01 Bids will be opened at the time and place indicated in Article 15 and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

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

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within fifteen (15) days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Owner is exempt from Illinois State Sales and use taxes on materials and equipment to be incorporated in the Work by Exemption No. E99941376. Said taxes shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 - PREVAILING WAGES

23.01 The Contractor shall be in full compliance with the Prevailing Wages for this project and shall comply with the prevailing wage provisions of Illinois Division of Labor Standards, Wage and Hour Section, for Ogle County, Illinois.

END OF SECTION

Non-Collusion Affidavit

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he is _____ * (sole owner, partner, president, secretary, etc.) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

Seal of Notary:

_____
Notary Public

* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner, a partner, secretary", etc. should be struck out.

BID FORM

Table of Articles

Article	Article No.
Bid Recipient	1
Bidder's Acknowledgements	2
Bidder's Representations	3
Further Representations	4
Basis of Bid	5
Time of Completion	6
Attachments to this Bid	7
Defined Terms	8
Bid Submittal	9

This Bid is submitted by: _____

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which

may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding.

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Proposal No. 1 – All labor and materials for the installation of required equipment for the distribution substation all as detailed in the specifications and drawings.

5.02 ~~The contractor shall be required to furnish all material~~ and labor, use of tools, and use of their equipment as required for the construction of the ~~project, as~~ required to make a complete working system.

5.03 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Price: $
Allowance: $150,000
Total Bid Price: $

5.04 Allowances

A. General

1. Allowances as set forth in the specifications are to be used as compensation for items as set forth in this section.

B. Allowances

1. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicates the amount to be charged to the respective amount.

2. At substantial completion of the work, credit unused amounts remaining in the allowances to the owner by change order.

C. Allowance Disbursement

1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.

2. Once the Owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:

a. Allowance No. 1 – Include the stipulated sum of **$150,000.00** for required scope change in the project.

ARTICLE 6 – TIME OF COMPLETION

6.01 Based on an award date in October 2025, the project shall meet the proposed schedule below:

- Mobilization: Weather Dependent (Contractor can mobilize as soon as they are able)
- Transformer Delivery Date: Currently in storage at Rochelle
- Switchgear Delivery Date: TBD. BHMG to coordinate with vendor on desired delivery date
- UG Cable: TBD
- Foundations Poured: 3/1/26
- ~~Substantial Completion: 9/4/26~~

As there is a portion of the work such as completing duct banks, UG cable pulling and termination, which depends on the completion of Distribution, which Owner doesn't have an estimated date yet, Contractor reserves the right submit an additional cost for labor and equipment escalation if applicable.

ARTICLE 7 – ATTACHMENTS TO THIS BID

Please refer to schedule submitted with this bid (As there are items that has long lead time)

7.01 The following documents are attached to and made a condition of this Bid:

A. This Document, Completed Bid Form

B. Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.

C. Non-Collusion Affidavit

D. Qualifications

E. Addenda, if issued

F. List of Proposed Subcontractors, if applicable.

G. List of Proposed Suppliers, if applicable.

ARTICLE 8 – NOT USED

ARTICLE 9 – DEFINED TERMS

9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 10 – BID SUBMITTAL

10.01 If this Bid is submitted by a Corporation:

Corporation Name: _____

State of Incorporation: _____

Type: _____
(General Business, Professional, Service, Other)

By: _____
(Signature – attach evidence of authority to sign)

Name: _____

Title: _____

(Corporate Seal)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

_____

Phone: _____

Email Address: _____

10.02 If this Bid is submitted by a Limited Liability Company (LLC):

LLC Name: _____

State in which organized: _____

By: _____
(Signature – attach evidence of authority to sign)

Name: _____

Business Address: _____

_____

Phone: _____

Email: _____

END OF SECTION

SECTION 00420

Qualifications

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Appointment of Counsel

B. Pre-qualifications

C. Bidder's Qualifications

D. Certifications

E. References

F. Signatures.

1.02 AWARD OF BID

A. Failure of Bidder to meet all qualification criteria as stated in these Specifications shall disqualify Bidder from consideration for the Project.

B. The Owner reserves the right to exclude Bidder from consideration due to the Bidder's failure to present with written documentation his experience and capability to complete the project to the Owner's expectations.

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

A. Bidder has appointed _____, whose address is _____, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

2.02 PRE-QUALIFICATION

A. Failure of Bidder to meet the Pre-qualification requirements as stated in the Instruction to Bidders Bid shall disqualify Bidder from consideration for the Project.

2.03 BIDDER'S QUALIFICATIONS

A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.

B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers.

C. Bidder shall submit documentation proving that the Bidder is capable of funding the Project and is not in financial hardship.

D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work.

E. Bidder's subcontractors shall be the responsibility of the Bidder and shall be considered part of the Bidder's company and shall meet qualification requirements for all aspects of the Project.

2.04 CERTIFICATIONS

A. The Bidder certifies the following as required by law:

1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.

2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.

3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

___ Individual	___ Real Estate Agent
___ Partnership	___ Government Entity
___ Corporation	___ Trust or Estate

4. Bidder, if an individual, is not in default on an educational loan.

2.05 REFERENCES

A. Bidder shall submit a minimum of three (3) written letters of recommendation with references' signatures and contact information to the Engineer.

B. These References shall be from the Owner, Project Manager, or other individual who is knowledgeable on the project, or recent previous Projects with very similar Scope of Work completed under the current Bidder's name.

C. Bidder shall submit a minimum of three (3) company brochures, or company information sheets, along with list of completed equivalent projects.

2.06 SIGNATURES

Firm Name: _____

Federal Taxpayer Identification Number: _____

By: _____

Title: _____

By: _____

Title: _____

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power of attorney must be submitted with the bid.

PART 3 – EXECUTION *NOT USED*

END OF SECTION

BID BOND

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

BIDDER
Name:
Address:

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

OWNER
Name: Rochelle Municipal Utilities
Address: 420 N. 6th Street
Rochelle, IL 61068

BID
Bid Due Date: September 23, 2025
Project: Centerpoint Substation, Installation Contract

BOND
Bond Number:
Date:
(Not later than Bid due date)

Penal Sum: _____ $ _____
(Words) *(Figures)*

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
(Seal)	*(Seal)*
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____ *Signature and Title*	By: _____ *Signature and Title* (Attach Power of Attorney)
Attest: _____ *Signature and Title*	Attest: _____ *Signature and Title*

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who
submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

    1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond.

    1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

    3.2. All Bids are rejected by Owner.

    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statue, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between:

Rochelle Municipal Utilities
420 N. 6th Street, Rochelle, IL 61068
(Owner)

and

(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project consists of the construction of a new distribution 34.5kV to 13.8kV low profile substation.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described in these specifications and as shown in the Construction Package documents and drawings.

The Contractor shall be required to furnish all material and labor, use of tools, and use of his equipment as required for the construction of the project, complete and in place, and as required to make a complete working system. The Contractor is also required to determine the specific amounts of labor and material required for the installation.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by BHMG Engineers, Inc., 9735 Landmark Parkway Drive, Suite 110A, St. Louis, MO 63127 (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The work will be substantially completed as specified on Bidder's Bid Form, completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages and Incentives are as defined in the Supplementary Conditions.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work, a Lump Sum of: $_____

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Additions or Deletions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and

classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third day after the first Monday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage.

b. 90 percent of the cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 *Not Used*

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. ~~Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.~~

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following and are by this reference made a part hereof:

1. This Agreement

2. Bid Bond

3. Payment Bond

4. Performance Bond

5. Addenda Nos. _____

6. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid

b. Documentation submitted by Contractor prior to Notice of Award.

B. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice to Proceed

2. Work Change Directives

3. Change Order(s).

C. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

D. There are no Contract Documents other than those listed above in this Article 9.

E. The Bid Specification and all sections are implied as part of the Contract Documents.

F. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

This Agreement will be effective on: _____

(which is the Effective Date of the Agreement.)

OWNER:	CONTRACTOR:
Rochelle Municipal Utilities	
By:	By:
Title:	Title:
[CORPORATE SEAL]	*[CORPORATE SEAL]*
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
Rochelle Municipal Utilities	
420 N. 6th Street	
Rochelle, IL 61068	
	Agent for service or process:
	(If Contractor is a Corporation or LLC, attach evidence of authority to sign.)

Notice to Proceed

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:		Engineer's Project No.:

Contractor:

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is_____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

_____

_____

_____

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

PERFORMANCE BOND

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

CONTRACTOR *(Name & Address)*

SURETY *(Name & Address)*

BUYER

Name: **Rochelle Municipal Utilities**
Address: **420 N. 6th Street, Rochelle, IL 61068**

CONTRACT

Date:
Amount:
Description:
(Name & Location)

BOND

Date:
Amount:
Bond Number:
Modifications to this Bond Form:

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

CONTRACTOR as PRINCIPAL

Seller's Name & Seal

By:

Signature & Title

Attest:

Signature & Title

SURETY

Surety's Name & Corporate Seal

By:

Signature & Title
(Attach Power of Attorney)

Attest:

Signature & Title

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

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

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

   3.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

   3.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

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

      A. Surety in accordance with the terms of the Contract;

      B. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

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

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

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

   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

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

      A. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

      B. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

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

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

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

12. Definitions.

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

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

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

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

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

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

CONTRACTOR *(Name & Address)*

SURETY *(Name & Address)*

BUYER

Name: **Rochelle Municipal Utilities**
Address: **420 N. 6th Street, Rochelle, IL 61068**

CONTRACT

Date:
Amount:
Description: Centerpoint Substation, Installation Contract

BOND

Date:
Amount:
Bond Number:
Modifications to this Bond Form:

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

CONTRACTOR as PRINCIPAL

(Seller's Name & Seal)

Name:

(Signature & Title)

Attest:

(Signature & Title)

SURETY

(Surety's Name & Corporate Seal)

Name:

(Signature & Title)

(Attach Power of Attorney)

Attest:

(Signature & Title)

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

2. With respect to Owner, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with Contractor:

      A. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

      B. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

      C. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

   6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

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

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

have obligations to Claimants under this Bond.

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

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

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

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

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

15. DEFINITIONS

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

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

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

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

Contractor's Application for Payment No. _____

	Application Period:	Application Date:
wner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE**	$	
2. **Net change by Change Orders**	$	
3. **CURRENT CONTRACT PRICE (Line 1 ± 2)**	$	
4. **TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)**	$	
5. **RETAINAGE:**		
a. _____ % x $_____ **Work Completed**	$	
b. _____ % x $_____ **Stored Material**	$	
c. **Total Retainage (Line 5a + Line 5b)**	$	
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**	$	
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$	
8. **AMOUNT DUE THIS APPLICATION**	$	
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**	$	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____

Funding Agency (if applicable) (Date)

Progress Estimate

Application for Payment

For (Contract):	Application Number:
Application Period:	Application Date:

A		B	Work Completed		E	F		G
Item			C	D				
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
	Totals							

Progress Estimate

Application for Payment

For (Contract):	Application Number:
Application Period:	Application Date:

A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

...ed Material Summary

Application for Payment

...ntract):	Application Number:
Application Period:	Application Date:

A	B	C	D		E		F		G
			Stored Previously		Stored this Month		Incorporated in Work		
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Date (Month/Year)	Amount ($)	Amount ($)	Subtotal	Date (Month/Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
		Totals							

Certificate of Substantial Comple

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer — Date

Accepted by Contractor — Date

Accepted by Owner — Date

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

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

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but

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which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for

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materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

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c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

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2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has

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been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

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A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

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b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

~~b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for~~ Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. ~~However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.~~

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. ~~During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.~~

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to

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proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, ~~then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work.~~ If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

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4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

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

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

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, ~~partners~~, employees, ~~agents, consultants~~ and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. ~~contain a provision or endorsement that~~ the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to

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Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. ~~Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.~~

~~B. At all~~ times during the progress of the Work, Contractor shall assign a competent ~~resident superintendent~~ who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Docu-

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ments. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for ~~all~~ services, ~~materials~~, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

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a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, ~~and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued~~ . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's ~~obligations under Paragraph 3.03~~.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and

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surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, ~~whether in storage on or off the Site~~, and

ould not be
ır Owner supplied
equipment still at
or Storage

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

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

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6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall

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not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, ~~agents, consultants~~ and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable

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B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

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2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

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

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

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1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

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8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

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D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

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10.02 *Unauthorized Changes in the Work*

A.Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

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

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

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D),

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provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

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

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

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

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11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the

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actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

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2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, ~~Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith~~, and furnish Engineer the ~~required certificates of inspection or approval~~.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

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

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific

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provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, ~~take possession of Contractor's tools, appliances, construction equipment and machinery at the Site,~~ and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be

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entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If

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Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

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2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

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

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjust-

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ment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

To EJCDC - C700
Standard General Conditions of the
Construction Contract (2002) and Other Provisions

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor up to 6 printed or hard copies of the Drawings and specifications. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

B. Not used.

SC-5.03 Add the following new sentence to Paragraph 5.03.A:

BHMG Engineers, Inc. shall be ~~named~~ as an additional insured on certificates of insurance.

SC-5.03 Add the following new paragraph immediately after Paragraph 5.03.B:

B. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for ~~not less than~~ the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State of Illinois: Statutory

b. Applicable Federal: Statutory

c. Employer's Liability: $1,500,000

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate $1,500,000

b. Products Completed Operations Aggregate $1,500,000

c. Personal and Advertising Injury $1,500,000

d. Each Occurrence (Bodily Injury and Property Damage) $1,500,000

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

f. Excess or Umbrella Liability

1) General Aggregate $5,000,000.00

2) Each Occurrence $5,000,000.00

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:
Each person $10,000
Each Accident $1,500,000

b. Property Damage:
Each Accident $1,500,000

c. Combined Single:
Limit of $1,500,000

The reference to a "combined single limit" for bodily injury and property damage will normally permit the insurance broker to negotiate the most advantageous arrangement for the insureds, and either alternative should be acceptable although the coverages provided may not be identical. Other variations are available.

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.08 Add a new paragraph immediately after 6.08A:

B. Owner shall provide the City of Rochelle building permits, State of Illinois Environmental Protection Agency Construction Permit. Contractor shall obtain and pay for all other applicable permits and licenses.

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

Other Provisions

1.01 Prevailing Wage Requirements

A. This project is subject to the requirements of the "Wages of Employees on Public works (Prevailing Wage) Act".

1.02 Equal Employment Opportunity

A. The Contractor shall comply with the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission.

1.03 Liquidated Damages

A. It is hereby fully understood and agreed that time is of the essence in the performance of this contract. For each and every calendar day that elapses after the Contract Completion Date and before the date on which the work covered by such Contract is actually completed, the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, the sum of One Thousand dollars ($1,000.00). The total amount so payable by the Contractor as liquidated

damages, either may be deducted from any moneys due or payable to the Contractor by the Owner or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety, or either of them, to compensate, at least in part, the Owner for (1) the administration of the work covered by such contract and any other contract or contracts beyond the Contract Completion Date, including the additional expense to the Owner for supervision, inspection, and superintendence; (2) expenditures resulting from the inability of the Owner (and the general public) to use the improvement being constructed from and after the Contract Completion Date until the actual date of completion; (3) other miscellaneous obligations and expenditures incurred by the Owner directly as a result of the failure to complete the Work covered by such Owner directly as a result of the failure to complete the Work covered by such contract on or before the Contract Completion Date; but, said liquidated damages shall not include the cost of litigation that may result from action taken by the Owner against the Contractor.

Note	TJClark
Notwithstanding anything to the contrary, (i) Contractor's maximum liability (including but not limited to liquidated damages, costs, damages, expense or other liability) for any delays or failure to meet any	

Work Change Direc

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

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

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

Change O

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☐ Calendar days
$_____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No._____ to No._____:	[Increase] [Decrease] from previously approved Change Orders No._____ to No._____:
$_____	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$_____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
$_____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$_____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable): _____ Date:

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

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						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	BLD		52.52	53.52	1.5	1.5	2.0	2.0	9.75	23.70	0.00	0.80	0.00	4.00	8.00
ASBESTOS ABT-MEC	All	BLD		45.88	50.47	1.5	1.5	2.0	2.0	12.80	23.97	0.00	1.38	0.00	0.00	0.00
BOILERMAKER	All	BLD		45.23	48.23	1.5	1.5	2.0	2.0	7.07	24.29	0.00	2.19	0.00	0.00	0.00
BRICK MASON	All	BLD		49.00	51.75	1.5	1.5	2.0	2.0	15.48	18.20	0.00	1.41	0.00	0.00	0.00
CARPENTER	All	HWY		51.00	52.75	1.5	1.5	2.0	2.0	13.30	22.00	0.00	0.83	0.00	0.00	0.00
CARPENTER	N	BLD		47.25	52.45	1.5	1.5	2.0	2.0	13.46	23.58	0.00	0.83		0.00	0.00
CARPENTER	S	BLD		44.73	49.65	1.5	1.5	2.0	2.0	12.25	25.45	0.00	0.83		0.00	0.00
CEMENT MASON	All	ALL		43.62	46.37	1.5	1.5	2.0	2.0	12.80	27.56	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		41.55		1.5	1.5	2.0	1.5	12.45	14.22	0.00	1.25	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		50.00	55.00	1.5	1.5	2.0	2.0	18.79	21.03	0.00	1.00		0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		52.47	71.60	1.5	1.5	2.0	2.0	7.50	14.69	0.00	1.84	1.57	9.05	18.10
ELECTRIC PWR GRNDMAN	All	ALL		40.31	71.60	1.5	1.5	2.0	2.0	7.50	11.29	0.00	1.41	1.21	6.96	13.91
ELECTRIC PWR LINEMAN	All	ALL		63.08	71.60	1.5	1.5	2.0	2.0	7.50	17.66	0.00	2.21	1.89	10.88	21.76
ELECTRIC PWR TRK DRV	All	ALL		41.77	71.60	1.5	1.5	2.0	2.0	7.50	11.70	0.00	1.47	1.25	7.20	14.40
ELECTRICIAN	All	BLD		62.61	68.87	1.5	1.5	2.0	2.0	18.79	23.92	0.00	1.25		0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.17	73.32	2.0	2.0	2.0	2.0	16.27	21.36	5.21	0.80		0.00	0.00
FENCE ERECTOR	All	ALL		44.60	49.95	1.5	1.5	2.0	2.0	13.56	29.12	0.00	1.80	0.00	0.00	0.00
GLAZIER	All	BLD		48.28	50.28	1.5	1.5	2.0	2.0	15.95	11.20	0.00	1.35	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		45.88	50.47	1.5	1.5	2.0	2.0	12.80	23.97	0.00	1.38		0.00	0.00
IRON WORKER	All	ALL		48.74	54.59	2.0	2.0	2.0	2.0	13.56	34.29	0.00	1.80	0.00	0.00	0.00
LABORER	All	BLD		43.93	44.93	1.5	1.5	2.0	2.0	9.75	23.70	0.00	0.80	0.00	4.00	8.00
LABORER	All	HWY		49.17	49.92	1.5	1.5	2.0	2.0	9.75	23.70	0.00	0.80	0.00	4.00	8.00
LABORER, SKILLED	All	HWY		52.52	53.27	1.5	1.5	2.0	2.0	9.75	23.70	0.00	0.80	0.00	4.00	8.00
LATHER	N	BLD		47.25	52.45	1.5	1.5	2.0	2.0	13.46	23.58	0.00	0.83		0.00	0.00
LATHER	S	BLD		44.73	49.65	1.5	1.5	2.0	2.0	12.25	25.45	0.00	0.83		0.00	0.00
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00

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RBLE FINISHER	All	BLD		41.55		1.5	1.5	2.0	2.0	12.45	14.22	0.00	1.25	0.00	0.00	0.00
RBLE MASON	All	BLD		45.20	48.95	1.5	1.5	2.0	2.0	12.45	15.56	0.00	1.30	0.00	0.00	0.00
TERIAL TESTER I	All	ALL		52.52	53.27	1.5	1.5	2.0	2.0	9.75	23.70	0.00	0.80	0.00	4.00	8.00
MATERIALS TESTER II	All	ALL		52.52	53.27	1.5	1.5	2.0	2.0	23.70	9.75	0.00	0.80	0.00	4.00	8.00
MILLWRIGHT	All	BLD		51.81	56.99	1.5	1.5	2.0	2.0	12.45	19.41	0.00	0.83		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.75	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	2	56.05	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	3	53.60	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.60	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.50	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	6	59.75	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	BLD	7	56.75	60.75	2.0	2.0	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	1	56.60	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	2	56.05	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	3	54.75	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	4	53.30	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	5	51.85	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	6	59.60	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
OPERATING ENGINEER	All	HWY	7	57.60	60.60	1.5	1.5	2.0	2.0	24.70	20.45	3.00	2.90		0.00	0.00
PAINTER	All	ALL		47.15	49.15	1.5	1.5	1.5	2.0	15.45	13.36	0.00	1.45	0.00	0.00	0.00
PILEDRIVER	All	HWY		52.00	53.75	1.5	1.5	2.0	2.0	13.30	22.00	0.00	0.83	0.00	0.00	0.00
PILEDRIVER	N	BLD		49.61	55.07	1.5	1.5	2.0	2.0	13.46	23.58	0.00	0.83		0.00	0.00
PILEDRIVER	S	BLD		46.97	52.14	1.5	1.5	2.0	2.0	12.25	25.45	0.00	0.83		0.00	0.00
PIPEFITTER	All	BLD		55.54	59.43	1.5	1.5	2.0	2.0	14.17	14.71	0.00	2.55	0.00	0.00	0.00
PLASTERER	All	BLD		44.02	48.43	1.5	1.5	2.0	2.0	13.50	24.67	0.00	0.80	0.00	0.00	0.00
PLUMBER	All	BLD		55.54	59.43	1.5	1.5	2.0	2.0	14.17	14.71	0.00	2.55	0.00	0.00	0.00
ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.20	17.59	0.00	1.14	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.20	63.80	1.5	1.5	2.0	2.0	11.70	24.52	0.00	1.57	2.30	18.81	37.62
SPRINKLER FITTER	All	BLD		50.51	53.76	1.5	1.5	2.0	2.0	12.40	17.31	0.00	0.54	0.00	0.00	0.00
STONE MASON	All	BLD		49.00	51.75	1.5	1.5	2.0	2.0	15.48	18.20	0.00	1.41	0.00	0.00	0.00

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RRAZZO FINISHER	All	BLD		41.55		1.5	1.5	2.0	2.0	12.45	14.22	0.00	1.25	0.00	0.00	0.00
RRAZZO MASON	All	BLD		45.20	48.95	1.5	1.5	2.0	2.0	12.45	15.56	0.00	1.30	0.00	0.00	0.00
E LAYER	N	BLD		47.25	52.45	1.5	1.5	2.0	2.0	13.46	23.58	0.00	0.83		0.00	0.00
TILE LAYER	S	BLD		44.73	49.65	1.5	1.5	2.0	2.0	12.25	25.45	0.00	0.83		0.00	0.00
TILE MASON	All	BLD		45.20	48.95	1.5	1.5	2.0	2.0	12.45	15.56	0.00	1.30	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	1	36.23	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	2	36.70	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	3	36.92	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	4	37.23	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	5	38.11	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	44.83	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	44.98	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	45.18	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	45.38	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	N	ALL	1	48.47	48.93	1.5	1.5	2.0	2.0	12.45	14.05	0.00	0.20	0.00	0.00	0.00
TRUCK DRIVER	N	ALL	2	48.62	48.93	1.5	1.5	2.0	2.0	12.45	14.05	0.00	0.20	0.00	0.00	0.00
TRUCK DRIVER	N	ALL	3	48.82	48.93	1.5	1.5	2.0	2.0	12.45	14.05	0.00	0.20	0.00	0.00	0.00
TRUCK DRIVER	N	ALL	4	48.93	48.93	1.5	1.5	2.0	2.0	12.45	14.05	0.00	0.20	0.00	0.00	0.00
TRUCK DRIVER	S	ALL	1	45.29	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	S	ALL	2	45.88	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	S	ALL	3	46.15	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	S	ALL	4	46.54	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	S	ALL	5	47.64	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		49.00	51.75	1.5	1.5	2.0	2.0	15.48	18.20	0.00	1.41	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number

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ted is the multiple of the base wage.
Sa Overtime pay required for every hour worked on Saturdays
Su Overtime pay required for every hour worked on Sundays
Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations OGLE COUNTY

CARPENTER, LATHER, MILLWRIGHT, PILEDRIVER AND TILE LAYER (NORTH) - That part of Ogle County East from the Winnebago County western boundary and North of an imaginary line running east and west located 4 miles north of the City of Oregon.

TRUCK DRIVER (EAST) - That part of the county East of Rt. 251, including all portions of the city of Rochelle, and South of Rt. 72. TRUCK DRIVER (SOUTH) - That part of the county West of Rt. 251 and South of Rt. 72. TRUCK DRIVER (NORTH) - That part of the county North of Route 72.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

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es.

OMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine;

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ompressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete aver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete ower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; erricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test

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ill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn lt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier nveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck ounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

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lass 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, actor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle ombination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST AND NORTH

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

Other Classifications of Work:

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

LANDSCAPING

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

SECTION 01010

Summary of Work

PART 1 - GENERAL

1.1 GENERAL

This project consists of a new distribution 34.5kV to 13.8kV low profile substation.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The project consists of the complete installation and commissioning of the substation and procurement of specified materials. See drawings and BOM for further details.

1. Project Location:
   Centerpoint Substation, 41°55'32.6"N 89°05'46.7"W

2. Owner:
   Rochelle Municipal Utilities, 420 N. 6th Street, Rochelle, IL 61068

B. Contractor required to acquire a city permit (fees waived)

C. Contractor responsible for picking up client provided material at stored locations in Rochelle (Supply Barn or Diesel Plant). Contractor assumes ownership of material until installation and energization

D. Utility Dynamics is Rochelle's preferred boring contractor

E. Laydown yard is the construction site

F. Unloading of transformer and switchgear done by others, but contractor will be responsible for coordinating

G. Contractor responsible of staking of location layout

H. Contract Documents, dated August 19, 2025, were prepared for the Project by BHMG Engineers, Inc., 9735 Landmark Parkway Drive, Suite 110A, St. Louis, MO 63127.

1.3 CONSTRUCTION SCHEDULES

A. The Contractor is responsible to provide sequences of construction to facilitate further development of the schedule as required to integrate with other trades.

1. A Detailed Construction Schedule is to be submitted to the Engineer within 15 days of Notice to Proceed, an electronic copy of this Microsoft Project File must be provided, to coordinate with our project schedulers.

2. Payments made pursuant to Section 01027, APPLICATIONS FOR PAYMENT, will be based on completion status indicated in the schedule and approved by the Engineer. The Contractor's Schedule of Values shall align with the major elements of the Construction Schedule.

B. Contractor shall use all practicable means to ensure progress of the work conforms to that shown on the schedule that is in effect. If the Contractor falls behind the schedule progress, the contractor shall take such steps as may be necessary to improve progress. In the event of failure to do so, the Engineer may require the contractor to increase any or all of the Contractor's forces, shifts, days or hours of work, and construction plan so as to improve progress as required by the schedule, all without additional cost to the Owner.

C. The project schedule shall comply with the following outages for units. The units shall be operational at the end of the outage, but contractor can finish noncritical items.

1. Units outage start: Not Applicable

2. Units outage end: Not Applicable

D. Available construction hours for Contractor are as follows: other hours by approval only.

1. Monday-Friday: 6:00am to 7:00pm.

2. Saturday: 6:00am to 7:00pm

3. No work on Sundays or Holidays without city approval.

1.4 CONTRACTOR USE OF PREMISES

A. Maintain Emergency Building Exits and Fire lanes at all times during construction.

B. Keep driveways and entrances serving the premises clear and available to the owner and to emergency vehicles at all times. Parking will be allowed only in designated areas. Coordinate deliveries to minimize space and time requirements for storage of materials and equipment on site.

C. The contractor may request outages on all utilities as required to complete the work and is responsible for scheduling such outages and for providing temporary services required to complete work while owner's utilities are shut down.

1.5 OCCUPANCY REQUIREMENTS *Not Used*

PART 2 - PRODUCTS ***Not Used***

PART 3 - EXECUTION ***Not Used***

END OF SECTION

SECTION 01027

Applications for Payment

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this Section.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of input to the Construction Schedule

1. Construction Schedule
2. Application for Payment forms, including Continuation Sheets
3. List of subcontractors
4. List of products
5. List of principal suppliers and fabricators
6. Schedule of submittals
7. Submit the Schedule of Values to the Engineer at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Application for Payment.

B. Format and Content: Provide at least one line item for each major schedule activity or for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

a. Project name and location

b. Name of the engineer

c. Project number

d. Contractor's name and address

e. Date of submittal

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division

b. Description of Work

c. Name of subcontractor

d. Name of manufacturer or fabricator

e. Name of supplier

f. Change Orders (numbers) that affect value

g. Dollar value

h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100%.

3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.

4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased, or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.

6. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment-Application Times: The date for each progress payment is open to the contractor's discretion, keeping in mind that city councils typically meet bi-monthly. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends upon completion of a minimum additional 15% of the project.

C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit two signed and notarized original copies of each Application for Payment to the Engineer by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retention, on each item.

2. When an application shows completion of an item, submit final or full waivers.

3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Waiver Forms: Submit waivers of lien on forms and executed in a manner acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors

2. List of principal supplier and fabricators

3. Schedule of Values

4. Schedule of principal products

5. List of Contractor's principal consultants

6. Copies of building permits

7. Copies of authorizations and licenses from governing authorities for performance of the Work

8. Initial progress report

9. Certificates of insurance and insurance policies

10. Performance and payment bonds, if required

11. Data needed to acquire the Owner's insurance

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:

a. Occupancy permits and similar approvals

b. Warranties (guarantees) and maintenance agreements

c. Maintenance instructions

d. Startup performance reports

e. Changeover information related to Owner's occupancy, use, operation, and maintenance

f. Final cleaning

g. Application for reduction of retention and consent of surety

h. Advice on shifting insurance coverage

i. List of Incomplete Work recognized as exceptions to Engineer's Certificate of Substantial Completion

l. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements

2. Completion of items specified for completion after Substantial Completion

3. Assurance that unsettled claims will be settled

4. Assurance that incomplete Work is not accepted and will be completed without undue delay

5. Transmittal of required Project construction records to the Owner

6. Proof that taxes, fees, and similar obligations were paid

7. Removal of temporary facilities and services

8. Removal of surplus materials, rubbish, and similar elements

PART 2 – PRODUCTS ***Not Used***

PART 3 – EXECUTION ***Not Used***

END OF SECTION

SECTION 01340

Shop Drawings, Product Data and Samples

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDE

A. Contractor shall make submittals to Engineer.

B. Contractor:

1. Verify field dimensions

2. Verify compliance with Contract requirements

3. Certify review

4. Transmit reviewed submittals to Engineer.

1.2 DEFINITIONS

A. Shop Drawings:
Shop drawings are original drawings prepared by Contractor, subcontractor, sub-subcontractor, supplier, or distributor, which illustrate some portion of the work, showing fabrication, layout, setting or erection details.

1. Prepared by qualified detailer.

2. Identify details by reference to sheet and detail numbers shown on contract drawings.

3. Drawn at scale of 3" per foot or larger.

4. Maximum sheet size:
24" x 36"

5. Reprints of Engineer's drawings are not acceptable for shop drawings.

B. Product Data:

1. Manufacturer's standard schematic drawings edited to fit this project.

2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.

a. Clearly mark each copy to identify pertinent materials, products or models.

b. Show wiring diagrams and controls.

c. Show performance characteristics and capacities.

C. Samples:
Physical samples to illustrate materials, equipment, or workmanship. Approved samples establish standards by which complete work is judged. Maintain at site as directed. Protect until no longer needed.

1. Office samples:
Of sufficient size to clearly illustrate:

a. Functional characteristics of product or material.

b. Full range of color samples.

c. After review, samples may be used on construction of project.

2. Field samples and mock-ups:

a. Erect at project site at location approved by Contractor and Owner.

b. Construct each sample or mock-up complete, including work of all crafts required in finished work.

c. Remove as directed.

1.3 SPECIFIED PRODUCT LIST AND SAMPLES

A. Submit to Engineer within 20 business days after Notice to Proceed date, a list of product manufacturers and full range of color samples for each manufacturer, and full range of color samples for each manufacturer's product proposed for installation. No colors will be selected prior to submittal of all products requiring a color selection.

B. Tabulate list of each specification section.

C. For products specified under reference standards, include with listing of each product:

1. Name and address of manufacturer

2. Trade name

3. Model or catalog number

4. Manufacturer's data

a. Performance and test data

b. Reference standards

D. Subcontractors' names shall be included in list and must coincide with approved subcontractor list.

1.4 CONTRACTOR RESPONSIBILITIES

A. Contractor shall review and stamp all shop drawings, product data and samples prior to submission. Failure to follow any or all established procedures set forth shall result in submittals being returned without review, at Contractor's expense.

B. Contractor shall verify:

1. Field measurements

2. Field construction criteria

3. Catalog numbers and similar data

C. Contractor shall coordinate each submittal with requirements of work and contract documents.

D. Contractor's responsibility for errors and omissions shall not be relieved by Engineer's review of submittal.

E. Contractor's responsibility for deviations in submittals from requirements of contract documents shall not be relieved by Engineer's review unless written acceptance by Engineer of specific deviations is issued.

F. Contractor shall notify Engineer in writing at time of submission of deviations

within submittal from requirements of contract documents.

G. Contractor shall begin no work that requires shop drawings or product data submittals until return of submittals bearing Engineer's or professional consultant's stamp and initials or signature.

H. After Engineer's review, distribute shop drawings and/or product data to appropriate suppliers and subcontractors.

1.5 SUBMISSION REQUIREMENTS

A. **A completed cover sheet provided at the end of this section shall accompany each individual submittal.**

B. All submittals shall include:

1. Date and revision dates.

2. Project title and number.

3. Names of:

a. Engineer

b. Subcontractor

c. Sub-subcontractor

d. Supplier

e. Manufacturer

f. Separate detailer when pertinent

4. Identification of product or material.

5. Relation to adjacent structure or material.

6. Field dimensions clearly identified as such.

7. Specification section and page number, one specification section per submittal.

8. Specified standards, such as ASTM number of ANSI.

9. Identification of previously approved deviations from contract documents.

10. Engineer will not review submittals unless Shop Drawing Submittal cover sheet is attached to each individual submittal, signed and stamped by the Contractor.

C. Allow adequate space on cover sheet for Engineer to affix his stamp.

1.6 RESUBMISSION REQUIREMENTS

A. Shop Drawings:

1. Contractor shall revise initial drawings as required and resubmit as specified for initial submission.

2. Contractor shall indicate on drawings any changes which may have been made, other than those required by Engineer.

B. Product Data and Samples:

1. Submit new data and samples as required for initial submission.

C. Make all resubmittals within 15 days after Engineer's previous review.

1.7 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute copies of shop drawings and product data bearing Engineer's or professional consultant's stamp to:

1. Contractor

2. Project site file

3. Other concerned subcontractors

4. Supplier/fabricator

B. Contractor shall distribute samples as directed.

1.8 ENGINEER'S REVIEW

A. Engineer will review all submittals with reasonable promptness.

B. Engineer will review for:

1. Conformance with design concept of project.

2. Information contained in contract documents.

C. Engineer's review of a separate item does not constitute review of an assembly within which item functions.

D. Engineer's or professional consultant's stamp, initials or signature certifying to review of submittal will be affixed.

E. Engineer will return submittals to contractor for distribution.

PART 2 - PRODUCTS ***Not Used***

PART 3 - EXECUTION ***Not Used***

END OF SECTION

Shop Drawing Submittal

Date: _____

PROJECT: _____

_____

_____

BHMG Project No.: _____

Contractor: _____

_____

_____

Presented By: _____

Company Name: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Item: _____

Spec Section: _____

By approving and submitting these shop drawings, product data and samples, we represent that we have determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that we have checked and coordinated information contained within submittal with requirements of the work and contract documents.

Contractor's Signature _____

Date _____

SECTION 01450

Quality Control

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality Assurance – Control of Installation

B. Welding

C. Tolerances

D. References

1.2 QUALITY ASSURANCE – CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce work of specified quality.

B. Comply fully with manufacturer's instructions, including each step-in sequence.

C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

D. Comply with specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

G. The Contractor is the quality control inspector for the project. The Contractor shall review the work and verify that it is in conformance with the contract documents. Any work found not to be in conformance shall be corrected by the Contractor, so that it does conform. As a minimum, the Contractor shall reply within seven days of the discovery of work found not to be in conformance with the contract documents, with a written plan of the corrective action required to bring this work into conformance.

H. The Engineer and the Owner will make periodic inspections to verify quality control measures.

1.3 WELDING

A. Welding Requirements

1. Welding shall be performed by qualified welding operators using procedures qualified in accordance with specified applicable codes and standards.

B. Procedure Qualification

1. Contractor, subcontractor, or fabricator performing welding under jurisdiction of referenced codes shall be responsible for obtaining and qualifying welding procedures. Structural welding procedures that conform to AWS D1.1 are prequalified as defined in AWS D1.1.

2. Contractor shall keep and maintain records and make available to Engineer, if requested, certifying procedure qualification tests have been completed successfully.

C. Welding Certificates

1. After Notice of Award, submit to Engineer, if requested, one copy for each person assigned to do field welding of materials installed for this project.

2. Show on certificates that each person has passed tests specified by AWS.

3. Submit certificates prior to execution of any welding. Certificates are not required for nonstructural tack welding.

D. Performance Qualification

1. Contractor, subcontractor, or fabricator performing welding under jurisdiction of referenced codes shall be responsible for testing and qualifying welding operators in accordance with applicable procedures.

2. Unless welding operators have been qualified previously by Contractor (within past six months) and have been continuously employed as welders by Contractor following qualification, requalification tests must be completed.

3. Engineer reserves the right to require any welder to retake tests when, in the opinion of Engineer, work of welder creates reasonable doubt as to welder's proficiency. Engineer may witness any required retesting. Tests shall be at no expense to Owner.

1.4 TOLERANCES

A. Monitor tolerance control of installed products to produce acceptable work. Do not permit tolerances to accumulate.

B. Comply with manufacturer's tolerances. Should manufacturer's tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with the requirements of the standard, except where more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specified date is established by code.

C. Obtain copies of standards when required by product specification sections.

D. The contractual relationship, duties, and responsibilities of the parties in Contract and those of the Engineer shall not be altered from the Contract Documents by mention or interference otherwise in any reference document.

PART 2 – PRODUCT ***Not Used***

PART 3 – EXECUTION ***Not Used***

END OF SECTION

SECTION 01455

Welding

PART 1 – GENERAL

1.1 WELDING REQUIREMENTS

A. Welding shall be performed by qualified welding operators using procedures qualified in accordance with specified applicable codes and standards.

1.2 PROCEDURE QUALIFICATION

A. Contractor, subcontractor, or fabricator performing welding under jurisdiction of referenced codes shall be responsible for obtaining and qualifying welding procedures. Structural welding procedures that conform to AWS D1.1 are prequalified as defined in AWS D1.1.

B. Contractor shall keep and maintain records and make available to Engineer, if requested, certifying procedure qualification tests have been completed successfully.

1.3 WELDING CERTIFICATES

A. After Notice of Award, submit to Engineer, if requested, one copy for each person assigned to do field welding of materials installed for this project.

B. Show on certificates that each person has passed tests specified by AWS.

C. Submit certificates prior to execution of any welding. Certificates not required for nonstructural tack welding.

1.4 PERFORMANCE QUALIFICATION

A. Contractor, subcontractor, or fabricator performing welding under jurisdiction of referenced codes shall be responsible for testing and qualifying welding operators in accordance with applicable procedures.

B. Unless welding operators have been qualified previously by Contractor (within past 6 months) and have been continuously employed as welders by Contractor following qualification, requalification tests must be completed.

C. Engineer reserves right to require any welder to retake tests when, in opinion of Engineer, work of welder creates reasonable doubt as to welder's proficiency. Engineer may witness any required retesting. Tests shall be at no additional expense to Owner.

PART 2 – PRODUCTS *Not Used*

PART 3 – EXECUTION

3.1 GENERAL

A. All welding materials and techniques shall be in compliance with AWS – Standard Welding Procedure Specifications.

END OF SECTION

SECTION 01525

Construction Aids

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE:

A. Each Contractor: Provide and maintain for his forces all other construction aids required to complete his work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Materials may be new or used. Comply with specified codes and standards.

B. Maintain facilities and equipment in first class condition until the project is complete.

2.2 TEMPORARY ENCLOSURES

A. Provide temporary weather-tight enclosure of exterior walls for successive areas of building as work progresses, to provide acceptable working conditions, provide weather protection for materials, allow for effective construction heating, and to prevent entry of unauthorized persons.

1. Provide temporary exterior doors with self-closing hardware and padlocks.

2. Provide other enclosures, removable, for work and handling of materials.

PART 3 – EXECUTION

3.1 PREPARATION

A. Consult with Engineer, review site conditions and factors that affect construction procedures and construction aids, including adjacent properties and public facilities, which may be affected by execution of the work.

3.2 REMOVAL

A. Remove temporary materials, equipment and services.

1. When construction needs can be met by authorized use of permanent construction or when authorized by the Engineer.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore facilities used for temporary purposes to original condition.

END OF SECTION

SECTION 01540

Security

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDE

A. Each Contractor:

1. Protect work, stored materials and construction equipment from theft and vandalism.

2. Protect premises from entry by unauthorized persons.

3. Protect Owner's operations at site from theft, vandalism or damage from Contractor's work or employees.

1.2 RELATED REQUIREMENTS

A. NONE

1.3 MAINTENANCE OF SECURITY

A. Initiate security program acceptable to the Owner prior to mobilization.

B. Maintain security program throughout construction period until Owner's acceptance precludes need for Contractor security.

1.4 ENTRANCE CONTROL

A. Provide control of all persons and vehicles entering and leaving project site.

B. Allow no visitors except with issuance of temporary identification.

C. Maintain log of all visitors

1.5 REPLACEMENT OF LOST EQUIPMENT

A. Contractor shall be responsible for replacement of any lost or stolen equipment.

PART 2 – PRODUCTS ***Not Used***

PART 3 – EXECUTION ***Not Used***

END OF SECTION

SECTION 01561

Construction Cleaning

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. Each Contractor provides cleaning and disposal of waste materials, debris and rubbish during construction.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01700 – Contract Closeout

2. Individual Specification Sections: specific cleaning for product or work.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Provide covered containers for deposit of waste materials, debris and rubbish.

PART 3 - EXECUTION

3.1 CLEANING

A. Maintain areas under Contractor's control free of waste materials, debris and rubbish.

B. Remove debris and rubbish from pipe chases, plenums, crawlspaces and other closed or remote spaces, prior to closing the space.

C. Periodically clean interior areas to provide suitable conditions for work.

D. Clean interior areas prior to start of surface finishing. Continue cleaning on an as-needed basis.

E. Control cleaning operations so that dust and other particulates will not adhere to wet or newly coated surfaces.

3.2 DISPOSAL

A. Regularly remove waste materials, debris and rubbish from site and dispose of off-site.

END OF SECTION

SECTION 01610

Product Requirements

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Products

B. Transportation and Handling

C. Storage and Protection

D. Product Selection

E. Product Options

1.2 PRODUCTS

A. "Products" means: new material, machinery, components, equipment, fixtures, and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

C. Provide interchangeable components of the same manufacturer for components being replaced.

1.3 TRANSPORTATION AND HANDLING

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

A. Store and protect products in accordance with manufacturer's instructions with seals and labels intact and legible.

B. Store sensitive products in weather-tight, climate controlled enclosures.

C. Fabricated products requiring exterior storage shall be placed on sloped supports, above ground.

D. Provide bonded, off-site storage and protection when site does not permit on-site storage or protection.

E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.

F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT SELECTION

A. Provide products that comply with the requirements of the Contract Documents, that are undamaged and, unless otherwise noted, unused at the time of installation.

B. Provide products complete with accessories, trim, finish, safety guards and other devices and details needed for the installation and for the intended use and effect.

C. Standard Products: Provide standard products of types that have been produced and used successfully in similar conditions on other projects.

D. Proprietary Specification Requirements: Where only a single product or manufacturer is named, or where "No Substitution" is indicated, provide the product indicated. No substitutions will be permitted.

E. Semi-Proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.

F. Where products are specified by name, accompanied by the term "or approved equivalent," comply with provisions for "substitutions" to obtain approval for use of an unnamed product.

G. Descriptive Specification Requirements: Where specifications describe a product, listing characteristics required without use of a brand name, furnish a product that provides the characteristics and otherwise complies with requirements.

H. Performance Specification Requirements: Where specifications stipulate compliance with performance requirements, provide products that comply and are recommended for the application. Manufacturer's recommendations may be contained in product literature, or by certification of performance.

I. Visual Selection: Where requirements include the phrase "as selected from manufacturer's standard colors, patterns, textures" or a similar phrase, provide a product that complies with designated requirements. The Engineer will select color, pattern, and texture from the approved product line.

J. Compliance with Standards: Where specifications require compliance with a standard, select a product that complies with the standard specified.

K. Visual Matching: Where specifications require matching a sample, the Engineer's decision on whether a proposed product matches will be final. Where no product matches and complies with other requirements, comply with provisions for "Product Substitutions" for selection of a matching product in another category.

1.6 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

PART 2 – PRODUCTS ***Not Used***

PART 3 – EXECUTION ***Not Used***

END OF SECTION

SECTION 01700

Contract Closeout

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. This section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

1. Inspection procedures
2. Project record document submittal
3. Operation and maintenance manual submittal
4. Submittal of warranties
5. Final cleaning

B. Closeout requirements for specific construction activities are included in the appropriate sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures:
Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. If 100% completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Engineer.

4. Submit consent of surety to final payment.

5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Re-inspection Procedure:
The Engineer will reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer.

1. Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance. If the work is incomplete, the Engineer will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

1.5 RECORD DOCUMENT SUBMITTALS

A. General:
Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Engineer's reference during normal working hours.

B. Record Drawings:
Maintain a clean, undamaged set of blue or black line white prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.

C. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm) 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions

2. Spare parts list

3. Copies of warranties

4. Wiring diagrams

5. Recommended "turn-around" cycles

6. Inspection and adjustment procedures

7. Shop Drawings and Product Data

PART 2 – PRODUCTS ***Not Used***

PART 3 – EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals
2. Record documents
3. Spare parts and materials
4. Identification systems
5. Control sequences
6. Warranties and bonds

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Startup
2. Shutdown
3. Emergency operations

3.2 FINAL CLEANING

A. Cleaning:
Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.

   a. Remove labels that are not permanent labels.

b. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

c. Clean the site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits.

B. Removal of Protection:
Remove temporary protection and facilities installed for protection of the work during construction.

C. Compliance:
Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after completion of associated work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION

SECTION 01720

Project Record Documents

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and Other Modifications to the Contract
5. Engineer Field Orders or Written Instructions
6. Approved Shop Drawings, Product Data, and Samples
7. Field Test Records
8. Construction Photographs

1.2 RELATED REQUIREMENTS

A. Section 01340 – Shop Drawings, Product Data, and Samples

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI/CSC format.

C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by Engineer.

1.4 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by Engineer.

1.5 RECORDING

A. Label each document "Project Record" in neat, large-printed letters.

B. Record information concurrently with construction progress.

1. Do not conceal any work until required information is recorded.

C. Drawings:
Legibly mark to record actual construction.

1. Depths of various elements of foundation in relation to finish first floor datum.

2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

4. Field changes of dimension and detail.

5. Changes made by Field Order or by Change Order.

6. Details not on original contract drawings.

D. Specifications and Addenda, legibly mark each section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.

2. Changes made by Field Order or by Change Order.

PART 2 – PRODUCTS ***Not Used***

PART 3 – EXECUTION ***Not Used***

END OF SECTION

SECTION 01730

Operation and Maintenance Data

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Format and content of manuals.

B. Instruction of Owner's personnel.

C. Schedule of submittals.

1.2 QUALITY ASSURANCE

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.3 FORMAT

A. Prepare data in the form of an instructional manual.

B. Binders:
Commercial quality, 8-1/2" x 11" three-ring binders with hardback, cleanable, plastic covers; 1" maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

C. Cover:
Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.

D. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.

E. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text:
Manufacturer's printed data, or typewritten data on 20-pound paper.

G. Drawings:
Provide with reinforced punched binder tab. Bind in with text, fold larger

drawings to size of text pages.

1.4 CONTENTS, EACH VOLUME

A. Table of Contents:
Provide title of Project; names, addresses, and telephone numbers of Engineer, Subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

B. For Each Product or System:
List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

C. Product Data:
Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings:
Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

E. Type Text:
As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.5 INSTRUCTION OF OWNER PERSONNEL

A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.

B. For equipment requiring seasonal operation, perform instructions for other seasons within six months.

C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.6 SUBMITTALS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one

copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within 10 days after acceptance.

C. Submit one copy of completed volumes in final form 15 days prior to final inspection. Copy will be returned after final inspection, with Engineer comments. Revise content of documents as required prior to final submittal.

D. Submit two (2) paper and one (1) digital (pdf) copies of revised volumes of data in final form within ten days after final inspection.

PART 2 – PRODUCTS ***Not Used***

PART 3 – EXECUTION ***Not Used***

END OF SECTION

SECTION 01732

Selective Demolition

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Removal and disposal of equipment, foundation, piping, ductwork, structures, and associated work as detailed on the drawings.

1.2 RELATED SECTIONS

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 sections.

1.3 DEFINITIONS

A. Remove:
Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage:
Detach items from existing construction and deliver them to Owner ready for reuse.

C. Remove and Reinstall:
Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain:
Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 QUALITY ASSURANCE

A. Demolition Firm Qualifications:
An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Refrigerant Recovery Technician Qualifications:
Certified by an EPA-approved certification program.

C. Regulatory Requirements:
Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards:
Comply with ANSI A10.6 and NFPA 241.

1.5 SCHEDULING

A. Perform Work in manner that shall provide least interference and most protection to public and existing construction. Contractor's operations subject to approval by Owner prior to commencement of Work.

B. Carefully coordinate time and manner of demolition work with Owner to assure continued operation of existing facilities and to maintain construction schedule requirements.

C. Owner's use of premises shall have priority over work in all Contract(s).

D. Contractor shall minimize outages.

E. Coordinate system outages with Owner and service utility. Notify Owner in writing at least 24 hours prior to outage. Indicate system to be disabled, areas affected, proposed date and time of outage, duration, and work to be performed. No more than two engine generators shall be out of service at any one time.

1.6 SITE PROTECTION

A. Protection:

1. Erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact.

2. Protect existing objects designated to remain. Contractor shall immediately make repairs or replacements of damaged objects at no additional cost to Owner. Owner shall approve all repairs and replacements.

3. Cooperate with Owner in all operations to minimize conflict and to facilitate Owner usage of plant for normal operations.

B. Protect underground facilities encountered during excavation until it is determined whether they are active or inactive. Repair, without compensation, existing active facilities shown on Drawings damaged during operations.

C. Notify Engineer and Owner of unexpected subsurface conditions and discontinue Work in area until Owner provides notification to resume Work.

D. Dust, smoke, fumes, and noise control:

1. Site demolition:
Moisten surfaces as required to prevent dust from being a nuisance to public, neighbors, and concurrent performance of other work on and off site.

E. Plant demolition:
Erect heavy-duty polyethylene walls as required to minimize spread of construction and demolition dust beyond construction area. Contractor shall provide temporary ventilation as required to facilitate dust removal to exterior.

1.7 HAZARDOUS MATERIALS

A. It is not expected that hazardous materials will be encountered in the Work.

B. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 – PRODUCTS ***Not Used***

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extend of selective demolition required.

C. Inventory and record the conditions of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

3.2 DEMOLITION - GENERAL

A. Remove existing construction as specified and shown and as required to permit new construction.

B. Perform removal in manner that shall minimize dust, noise, and other nuisance. Maintain haul routes for disposal of material clean and free of debris.

C. Remove existing construction carefully providing for neat and orderly junctions at construction to remain in place. Final appearance of exposed surfaces shall be similar and equal to that of adjacent existing work. Grind off rough surfaces to remove sharp projections and foreign material.

D. Perform demolition operations in manner that in no way endangers personnel, public, existing structures, utilities, roadways, or facilities not to be demolished.

E. Any portion of existing construction whether structural or accessory that has become unstable through removal of other parts of construction shall be removed as soon as practical and no such unstable part shall be left free-standing or inadequately braced against causes of collapse at end of each day's work.

F. No demolition shall be performed on piping, electrical circuits, or equipment until system has been isolated by Owner. Contractor shall verify isolation of system.

G. Contractor shall relocate existing active miscellaneous piping, conduit, and electrical circuits and devices not detailed on Drawings but required for installation of equipment and items installed by this Contract.

H. To reduce fire hazards during demolition, Contractor shall:

1. Before removing any parts, remove volatile or flammable materials such as fuel oil, gasoline, kerosene, benzene, cleaning fluids, paints, thinners, cloth, loose paper, combustible trash, coal, and similar materials that might serve as fuel for small fires.

2. Maintain stairways in usable condition to highest or lowest level until that portion of structure is removed.

3. Maintain sufficient number of fire extinguishers to check and extinguish small fires in areas where Work is being performed.

4. Wherever cutting torch or other equipment that might cause fire is being used, fire extinguishers shall be kept nearby and ready for instant use. Users of such equipment shall be instructed in proper method of preventing and extinguishing fires.

5. Fires shall not be permitted in Project area.

6. Burning of waste lumber and other building materials or trash on site shall not be permitted.

I. All debris shall be disposed of off-site.

J. Use of crane wrecking balls for demolition work is not permitted.

K. Use of blasting shall not be permitted.

L. Provide temporary personnel and vehicle protection at openings or ledges made by demolition.

3.3 DEMOLITION – ARCHITECTURAL, STRUCTURAL AND SITE MATERIALS

A. Remove as shown and specified or as required to permit new construction.

B. Structural steel.

1. Provide temporary support or complete new work required for support prior to removal. Maintain existing parts until equipment supported by part is removed or modified.

2. Where applicable, remove anchor bolts. Make provisions to ensure smooth surface where removed.

3. Care shall be taken not to damage any portion of existing structural steel that is to remain intact.

4. Material shall be removed completely from work areas and other areas that are to remain. Contractor shall make special inspections by its job superintendent and quality control personnel to assure that material is not left in areas where they can get into operating systems.

3.4 DEMOLITION – MECHANICAL

A. Remove existing construction as specified and shown and as required to permit new construction.

B. Perform removal in manner that shall minimize dust, noise, and other nuisance. Maintain haul routes for disposal of material clean and free of debris.

C. Remove air conditioning equipment without releasing refrigerants.

D. Drain all piping prior to cutting and removing, into proper disposal locations.

E. Provide temporary caps and covers for any piping or ductwork connections to existing.

3.5 DISPOSAL OF MATERIALS

A. Storage of materials to be removed not permitted to accumulate on site. Promptly remove and dispose of non-salvageable equipment and materials.

B. Debris shall not be allowed to accumulate on roofs, floors, or areas outside of and around buildings being removed. Waste materials and debris resulting from Work shall be removed and disposed of daily by Contractor in disposal area obtained by Contractor.

C. Burning of waste lumber and other building materials or trash on site is not permitted.

D. No material, obstructions, or debris shall be placed or allowed to accumulate within 15' of any fire hydrant. Fire hydrants shall be accessible at all times.

3.6 PATCHING

A. Patch openings in walls, foundations, floors, and grating caused by demolition. Use materials comparable to adjacent undisturbed surfaces for patching.

3.7 REPAIR AND RESTORATION

A. Contractor shall be responsible for damage to personnel, public, roadways, streets, structures, utilities, facilities, and equipment caused by operations and shall repair any damage at its own expense or replace items damaged beyond repair.

B. Do not operate vehicles or equipment on existing construction or roadways that could be damaged.

C. Replace construction removed to facilitate operations with construction of equal quality to that removed.

3.8 CLEAN-UP

A. Maintain public streets, alleys, or other thoroughfares used in carrying out disposal free of litter or soil attributable to this operation. Load trucks or other vehicles to prevent leakage, blowing off, or other escape of any portion of whatsoever is being hauled. Cost incurred by Owner in cleaning up such litter shall be charged to Contractor and deducted from monies due or to become due it under this Contract.

B. Upon completion of demolition work in each area, thoroughly clean area of materials not to remain.

C. Remove materials (except paint) adhered to construction to remain.

D. Leave areas in broom clean and vacuumed condition.

END OF SECTION

SECTION 02000

Subsurface Exploration & Engineering Recommendations

The following soil boring data is presented for the bidder's information. It should not be considered as all-inclusive. The bidder is advised to perform any investigations he deems necessary to prepare his bid. To arrange to perform investigative "digs", the bidder should contact Chris Couch, the Project Manager, at BHMG Engineers, Inc. (636-237-7823).

A report by a 3rd party Engineer is placed behind this cover page.

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM TRI-CITY ELECTRIC CO., FOR THE CONSTRUCTION OF CENTERPOINT SUBSTATION

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. – City Attorneys
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

ORDINANCE NO: _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM TRI-CITY ELECTRIC CO., FOR THE CONSTRUCTION OF CENTERPOINT SUBSTATION

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to "pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities." 65 ILCS 5/1-2-1; and

WHEREAS, while "non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute." (*Village of Wauconda v. Hutton,* 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, Rochelle Municipal Utilities prepared a Request for Proposals ("RFP") to solicit proposals for the construction of Centerpoint Substation; and

WHEREAS, the RFP was published by Shaw Local News on September 10, 17, and 24, 2025; and;

WHEREAS, the City of Rochelle received and opened three proposals, the lowest from Tri-City Electric Co.; and

WHEREAS, the proposal from Tri-City Electric Co., is in the amount of $6,975,780, which staff has found to be consistent with current market pricing for both materials and installation; and

WHEREAS, Tri-City Electric Co. has provided a solid list of reference projects of similar scope and complexity. The company appears to be in good standing and employs certified and well-trained craftsmen; and

WHEREAS, staff recommends accepting the proposal from Tri-City Electric Co. for the construction of Centerpoint Substation; and

WHEREAS, Staff is also requesting the authorization of a ten percent (10%) contingency fund to cover any unforeseen site conditions which may be discovered during the construction of the substation; and

WHEREAS, the Mayor and City Council find that it is in the best interest of the City and its residents to accept and approve the proposal from the Tri-City Electric Co., and approve an additional ten percent (10%) in contingency funds for the project.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION TWO: The Mayor and City Council hereby accept and approve the proposal from Tri-City Electric Co. in the amount of $6,975,780 for the construction of Centerpoint Substation. The City Manager or his designee is authorized to execute any documents necessary to carry out the intent of this Ordinance subject to review and revision by the City Attorney. Furthermore, the Mayor and City Council authorize contingency funds in the amount of $69,757 for any unanticipated expenses which arise as part of the construction of Centerpoint Substation.

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE: The City Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED this 27th day of October 2025.

ATTEST:

_____ _____

City Clerk Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE ACCEPTING THE PROPOSAL FROM TRI-CITY ELECTRIC CO., FOR THE CONSTRUCTION OF CENTERPOINT SUBSTATION” which was adopted by the Mayor and City Council of the City of Rochelle on October 27, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 27th day of October 2025.

_____
CITY CLERK

File Attachments for Item:

3. A Resolution Authorizing a Collocation and VLan Transport Service Agreement with Digital Network Access Communications, Inc.

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: COLLOCATION AND VLAN TRANSPORT SERVICE AGREEMENT

Staff Contact: Pat Brust

Summary: The Advanced Communications Department is looking to enter into a Collocation Agreement with DNA Communications to lease space to them within the City of Rochelle Tech Center. Having DNA Communications located within the Datacenter will allow us to enter into a VLAN Transport Services Agreement whereby they would be able to provide internet and phone services to customers within the RMU service territory using our fiber infrastructure. Having another provider on our fiber system will allow customers the opportunity have redundant provider options across the RMU fiber system. The collocation space that we will be allocating to DNA will allow them to expand services to customers that we are not equipped to handle, such as offsite backups and things of that nature. This is a revenue creating venture and gets us moving in the right direction for repopulating the unused space within the Datacenter.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
N/A	N/A	N/A

Strategic Plan Goal Application: Growth and Development

Recommendation: My recommendation is to approve the collocation and VLAN transport service agreement.

ROCHELLE MUNICIPAL UTILITIES
COLLOCATION AND VLAN TRANSPORT SERVICES LICENSE AGREEMENT

This Collocation and VLAN Transport Services License Agreement ("Agreement") is made as of this ___th day of September, 2025 ("Effective Date"), by and between the City of Rochelle, acting through the Rochelle Municipal Utilities ("RMU" or "Licensor"), and Digital Network Access Communications, Inc. (Licensee" or "DNA").

RECITALS

A. RMU owns the Rochelle Municipal Utilities Technology Center (the "Technology Center"), located at 910 Technology Parkway, Rochelle, Illinois. The Technology Center has space available for collocation cages in which individual licensees can locate their telecommunications equipment (the "Premises").

B. Licensee desires to have access to space on the Premises to install and operate its telecommunications equipment and cabling ("Licensee's Equipment").

C. Licensee also seeks a license to utilize the RMU's dark fiber to deliver services to its customers via VLAN.

C. Licensor is willing to grant Licensee the right to use such space and dark fiber in accordance with the terms of this Agreement.

Licensor and Licensee hereby agree as follows:

1. **Grant of License**.

   a. Subject to the terms of this Agreement, Licensor hereby grants to Licensee an exclusive license to locate, install, maintain, monitor, operate, replace, repair and remove (collectively "locate") Licensee's Equipment in space on the Premises (the "Space"); such Space is depicted in Exhibit A and described in Exhibit B.

   b. Licensee shall utilize the Space only for interconnection of Licensee's Equipment with the RMU Network. If Licensee interconnects, or attempts to interconnect Licensee's Equipment with equipment or services of any entity other than Licensor, without obtaining the prior written consent of Licensor (which consent shall be granted or withheld at the sole discretion of Licensor), then Licensee shall be in material breach of this Agreement and Licensor may pursue any legal or equitable remedy, including, but not limited to, the immediate termination of the license granted herein. All cross connections relevant to interconnecting Licensee's Equipment with the RMU Network, or with any other Party for which Licensor gives explicit written permission, shall be established under Licensor's control, direction and supervision.

c. Subject to the terms of this Agreement, Licensor hereby grants Licensee a revocable and exclusive license authorizing Licensee to use the Dark Fiber strands as set forth on Exhibit C (the "Licensed Fibers"), as need and as Licensee needs for its customers. The parties shall mutually agree upon individual agreements, as needed, for each customer; however, such agreements shall be consistent with the terms and pricing of this Agreement.

d. Nothing in this Agreement shall be deemed to grant, convey, create, or vest an interest or estate in land or specific personal property in Licensee, including any fee, leasehold interest, easement, or any franchise rights.

e. Nothing contained in this Agreement shall be construed as affecting in any way Licensor's unilateral rights over the Space or Licensed Fibers and the RMU Network.

2. **Services Pricing and Fees.**

a. License Fee. Licensee shall pay to Licensor a monthly License Fee as described in Exhibit B for use of the Space. License Fees shall be payable on a monthly basis starting from the License Fee Commencement Date, detailed in Section 3(d) of this Agreement. Each subsequent monthly payment shall be due by the first day of each month:

b. Installation Fee. To the extent applicable, a one-time Installation Fee shall apply to the initial installation (including, without limitation, installation of racks, cabinets, floor cage and power). The Installation Fee shall be as set forth on the Collocation Service Order. However, the Licensor, at its sole discretion, may waive any such Installation Fee.

c. Access Cards. For a one-time charge of $100.00, Licensee shall be issued five (5) security access cards ("Access Cards") to be used to access the Space. Replacement cards will be provided at a cost of $20.00 each. Licensee has the right to increase the number of issued access cards at will.

d. Hands and Eyes Services. From time to time, Licensor shall perform Hands and Eyes Services with respect to Licensee's Equipment within the Space on behalf of, and at the request and direction of, Licensee. Hands and Eyes Services, the terms and conditions of which are set forth in Exhibit D, include support of both the installation of new equipment and services, as well as the maintenance of existing equipment and services. Hands and Eyes Services will be provided for a flat fee of $150.00 per request for service during normal business hours and $250.00 per request for service

outside of normal business hours. For the purposes of this section, "normal business hours" means from 7:30 a.m. CST to 5:00 p.m. CST.

e. Invoices. All invoices shall be paid by Licensee within thirty (30) days of the date of the invoice. All invoices must be paid in accordance with their terms without setoff or deduction.

f. Late Fee. In the event that Licensee fails to pay any amounts owed to Licensor when due, Licensee shall pay to Licensor a late fee on the total payment due of one and one-half percent (1.5%) per month.

3. **Term/Termination and License Fee Commencement**.

a. Term. This Agreement shall commence on the Effective Date, and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for three (3) years ("Initial Term").

b. Access Rights. DNA will have full access and rights to the Premises and building from the Effective Date and thereafter in order to prepare the Premises for DNA's needs and any further work to be performed by DNA and its contractors. RMU will complete its required buildout and Premises preparation work ("RMU Work") in accordance with the Parties' expectations as set forth in Exhibit E and Exhibit F.

c. Delivery Date. The date on which services related to the activation and availability of the Premises is the Delivery Date. The first License Fee payment shall be due thirty days after the Delivery Date, regardless of whether DNA is actively using the premises for its intended purposes or not.

d. License Fee Commencement Date. The first License Fee Payment shall be due thirty (30) days after the Delivery Date.

e. Option to Renew. Provided that Licensee is not then in default under this Agreement or any other agreement between the Parties, Licensee shall have the option to renew the term of this Agreement for a mutually agreed upon monthly license fee and upon other terms and conditions mutually agreeable to the Parties, one of which shall be the requirement for Licensee to renew or execute an amendment to this Agreement, reflecting such terms and conditions. The option to renew shall be applicable for one additional term of three (3) years. Licensee shall exercise the option to renew by giving written notice of its election to Licensor at least ninety (90) days prior to the expiration of the Initial Term.

f. Damage to Premises/Licensee’s Equipment. If by virtue of fire or other casualty, the Premises should become damaged or unusable by Licensee for Licensee's Equipment, or if Licensee's Equipment should become so damaged as to be unusable by Licensee, then this Agreement may be

terminated by mutual agreement of Licensor and Licensee. Under no circumstances, however, shall Licensor be obligated to rebuild or restore the Premises.

4. **Default/Termination at Will and for Cause**. Except where indicated otherwise, either Party may terminate this Agreement on giving the other Party thirty (30) days prior written notice in the event any of the following occur:

   a. DNA may terminate this Agreement at will upon one hundred and eighty (180) days written notice to Licensor; provided that Licensee shall pay to Licensor an early termination fee equivalent to fifty (50%) of the remaining payments due under this Agreement.

   b. DNA may terminate at will upon fifteen (15) business days-notice for RMU's failure to meet the Service Level Commitment of Section 5, as detailed in Section 5(a)(i) therein.

   c. Licensee fails to pay the License Fee or any other sums owed to Licensor when due and does not cure that default within ten (10) days after written notice thereof by Licensor.

   d. Licensor or Licensee defaults in the performance of any non-monetary term of this Agreement and does not cure that default within thirty (30) days after written notice thereof by the non-defaulting party, provided that such period shall be extended as reasonably necessary in the event that the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days.

   e. Licensor's grant of this license or Licensee's use of the Licensed Fibers becomes illegal under any applicable federal, state, or local law, rule, or regulation.

5. **Service Level Commitments and Duties of Licensor**.

   a. Power Availability; The AC power provided to the Space shall be available not less than 100% of the time within any given calendar month. To determine compliance with this provision, "Power Unavailability" shall be calculated as the total number of minutes, for each calendar month, that power was unavailable to the Space. Licensor will assess Power Unavailability for purposes of this provision only if Licensee requests in writing that Licensor perform such assessment within sixty (60) calendar days of a power outage. For each total cumulative hour of Power Unavailability in any calendar month, Licensee's sole remedy shall be to request the issuance of a credit to Licensee's account on an hour-for hour basis, not to exceed the equivalent of one-twelfth (1/12th) of the annual License Fee amount during any calendar month.

i. If the cumulative hours of power unavailability within any 12-month period on an hour for hour basis would otherwise result in a credit that exceeds one-twelfth (1/12) of the annual License Fee, DNA shall be allowed to terminate this Agreement for cause upon fifteen (15) business days written notice.

b. Limits of SLA. The Service Level Agreement ("SLA") guarantee for electric power provided to the Space, as set forth in Section 5.b., shall not apply in any situation where electrical outages are caused or exacerbated by conditions beyond the reasonable control of Licensor, (not to include power surges or outages, as Licensor must have fully functioning backup generators that automatically start within 90 seconds of an electrical outage for any reason); Licensee or third-party acts or omissions (where the third party is not an employee, agent or contractor of Licensor); denied access; failure of Licensee's Equipment, facilities or applications; or events of force majeure. All maintenance related outages or delays performed during the Maintenance Window, defined in Section 16 below, and any other scheduled maintenance performed outside the Maintenance Window will be excluded from any measurement period.

c. Environmental Monitoring Solutions. Licensor shall allow Licensee to monitor (via a web interface or other means as determined by Licensor) RMU's onsite Uninterruptable Power Supply, Electrical Power Distribution and HVAC systems. RMU will send Licensee email notifications of events on these systems that may affect the operation of Licensee's Equipment. Licensor shall incur no liability to Licensee whatsoever for any delayed notifications or any failure to send such notifications.

d. Video Surveillance. Licensor commits to have 24-hour video surveillance of the building and the Premises pursuant to PCI DSS regulations/rules/standards.

Licensor must keep surveillance footage for a period of ninety (90) days for potential review by DNA before discarding or erasing such footage.

Licensee may also install video surveillance equipment inside of the Space, but said surveillance equipment shall not surveil any areas outside of the licensed Space.

6. **Licensor Duties for Building**. Licensor shall also keep the building in which the Store is located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service. Licensor shall be responsible for any loss resulting from failure of the building to meet applicable building codes and regulations. Licensor shall maintain, inspect and promptly repair any defect or problems with the parking

lot, roof, foundation of the building, structural and load-bearing walls and common areas (including sidewalks and lawn on the property).

7. **Access.** Licensor will permit Licensee's employees, agents, consultants and contractors to have direct access to the Space on a twenty-four (24) hours a day, seven (7) days a week basis, subject to the following terms and conditions:

   a. Persons Entitled to Access. Only authorized employees, agents, consultants and contractors of Licensee shall be permitted to access Licensee's Equipment and Space.

   b. Compliance with Safety and Security Requirements. All employees, agents, or contractors of Licensee must comply with any and all policies and practices of Licensor pertaining to fire, safety, and security, including but not limited to access monitoring systems, identification badges, and protective clothing/headgear requirements.

   c. Use of Common Areas. Where the access to Licensee's Equipment and Space is through a common building entrance and/or where other common areas of the Premises must be used to access Licensee's Equipment and Space (e.g., elevators, unrestricted corridors, etc.), Licensee shall be afforded reasonable use of such common areas or facilities. However, Licensor may restrict access to such areas or facilities on grounds of security, and Licensor may require that an employee of Licensor accompany Licensee's personnel or representatives. Licensor shall impose any such requirement in such a manner so as not to unnecessarily delay or hinder the twenty-four (24) hours a day, seven (7) days a week access to Licensee's Equipment and Space.

   d. Notice of Construction, Installation, or Removal. Licensee shall provide Licensor at least ten (10) business days prior notice of any construction, installation or removal of Licensee's Equipment, as well as any scheduled maintenance or upgrade to any of Licensee's Equipment that (i) involves the installation, repair or removal of connecting cables located in a Licensor equipment room, (ii) might require drilling into any walls, ceiling or floor of the Premises, or (iii) other substantive construction work.

   e. Right to Deny Access and/or Stop Work. Licensor reserves the right to deny access to Licensor's Premises to any of Licensee's employees, agents, consultants or contractors due to such person's or entity's lack of required authorization or qualification, falsification of records, violation of Licensor's reasonable fire, safety or security practices and policies, or for other reasonable cause. In addition, Licensor reserves the right to immediately stop any or all work or other activities on Licensor's Premises that violates any of its reasonable safety standards, or as deemed necessary by Licensor in its reasonable discretion to prevent personal injury or property damage.

f. Licensor Inspections. Licensor shall have the right, upon not less than twenty-four (24) hours prior written notice to Licensee, to access the Space to perform periodic inspections to ensure compliance with (i) any of Licensor's installation, safety and security practices and policies and (ii) any and all applicable regulations and standards of the Occupational Safety and Health Administration ("OSHA"), the Environmental Protection Agency ("EPA") or any other governmental authority related to fire, safety, health and/or environmental safeguards.

g. Emergency Access. Licensor shall be entitled to enter the Space and access Licensee's Equipment at any time and on less than twenty-four (24) hours prior notice if and to the extent necessary to allow Licensor to: (i) react to emergencies; (ii) maintain the building operating systems at Licensor's Premises; and/or (iii) ensure compliance with any policies, regulations and standards of Licensor, OSHA, EPA, or any other governmental authority related to fire, safety, health and environment safeguards.

h. Identification/Access Cards. All Licensee employees, agents, and contractors requesting access to the Premises are required to have a photo identification card, which identifies the person by name and the name of the Licensee. The ID must be worn on the individual's exterior clothing while on the Premises. Licensee is required to immediately notify Licensor by the most expeditious means, when any Licensee employee, agent or contractor with access privileges to the Premises is no longer in its employ, or when Access Cards are lost or stolen or not returned by an employee, agent or contractor no longer in its employ. Licensee shall immediately retrieve and return to Licensor all Access Cards issued to an employee of Licensee upon termination of that employee's employment. Licensee shall be responsible for the replacement cost of Access Cards when lost or stolen or upon failure of it or its employee, agent or contractor to return them to Licensor.

i. There shall be a lockbox provided by Licensor and on the outside of the cage of the Space to hold emergency keys that are retained by the Licensor.

8. **Installation/Maintenance of Licensee's Equipment.**

a. Delivery of Licensee's Equipment. Licensee shall arrange for the inside delivery of each unit of Licensee's Equipment to the Space at Licensee's sole cost and expense. Licensee shall provide Licensor with reasonable prior notice of the actual delivery date of Licensee's Equipment.

b. Installation. Licensee shall install Licensee's Equipment at its sole expense and at no harm to the Space or the Premises, and without interfering in any way with Licensor's use of the Premises for its own purposes. Licensee shall install Licensee's Equipment in a safe condition acceptable to Licensor so

as not to physically conflict or electrically interfere with the facilities placed therein or thereon, by Licensor or others. All installations shall be made in compliance with telecommunications industry standards, National Electric Code ("NEC") and OSHA requirements. Licensee's Equipment shall be placed in accordance with Licensor's requirements and specifications. Licensor's current technical specifications of Licensor are set forth in Exhibit E. Any damage resulting from such installation shall be repaired promptly by Licensee at its expense. Only authorized engineers or employees of Licensee, or their approved contractors, shall be permitted to enter the Premises for purposes of installing Licensee's Equipment.

c. Governmental Approvals. Licensee shall be responsible for obtaining at its own expense any and all local, state, and federal governmental permits and authorizations required for the construction, installation, maintenance, operation and/or repair of Licensee's Equipment. Licensee represents and warrants that all of Licensee's improvements or other work of Licensee affecting the Premises and the Space shall be in compliance with all laws, ordinances, rules, regulations, orders and directives of governmental and quasi-governmental bodies and authorities having jurisdiction over the Premises and the Space from time to time applicable to Licensee's use of the Premises and the Space. Any Licensor pre• approval of improvements to the Space shall not operate to relieve Licensee, or its contractors or subcontractors, of any liability for breach of its representations and warranties hereunder.

d. Reimbursement for Repair Costs. Licensee agrees to reimburse Licensor for all reasonable repair or restoration costs associated with damage or destruction to the Premises, the Space, or property of Licensor or third parties caused by Licensee, its employees, agents, contractors, subcontractors, vendors, suppliers or other invitees, whether or not Licensor has authorized such parties' actions.

e. Maintenance of Licensee's Equipment. Licensee shall, at its own expense, maintain Licensee's Equipment while located in or on the Space in a safe condition and in good repair, and in a reasonable manner so as not to conflict with any use of the Premises by Licensor. Licensee's Equipment is and shall remain the personal property of Licensee notwithstanding the fact that it may be affixed or attached to the Premises, and shall, during the term of this Agreement or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Licensee. Any damage resulting from such removal shall be repaired by Licensee at its expense.

f. Ownership of Licensee's Equipment. The Parties agree that Licensee is the owner of Licensee's Equipment and that Licensor shall have no right, title or possessory interest therein.

g. Relocation of Licensee's Equipment. Upon the giving of ninety (90) days prior written notice to Licensee, Licensor may require Licensee to relocate Licensee's Equipment to other space within the Premises. In such event, Licensor shall reimburse Licensee for the reasonable costs of such relocation.

9. Conduct in Space/Premises. Licensee shall, at all times, maintain the Space in an orderly condition and shall be responsible for the removal and appropriate disposal of all trash and other debris from the Space. Licensee shall also maintain the Space in a safe condition, including, without limitation, not storing or using (or permitting others to store or use) any combustible materials and/or materials deemed "hazardous" under applicable federal, state or local laws or regulations. Licensee shall, at all times, abide by the rules and regulations governing the Space and the Premises, including Licensor's rules pertaining to the Premises as set forth in Exhibit E. Furthermore, Licensee represents and warrants, and shall ensure, that its pre-approved contractors, subcontractors and other authorized invitees abide by all such rules and regulations and Licensee's obligations under this Agreement.

10. Indemnification. Licensee is responsible for all actions it takes or causes to be taken in connection with its use of the Premises and the Space. As a condition of using the Premises and the Space, Licensee agrees to indemnify and hold harmless the City of Rochelle and all of its elected officials, officers, departments, agencies, commissioners, council members, board members, representatives, employees, agents, and contractors, including RMU, its employees, commission members, agents, and contractors (collectively, "Indemnified Parties") against any and all liability, claims, costs, fines, liabilities, penalties, damages, expenses (including reasonable attorney fees of counsel selected by Licensor and all other costs and expenses of litigation), demands, lawsuits or disputes arising in any way from Licensee's use of the Premises, the Space, Licensee's operation of Licensee's Equipment, any activities of Licensee under this Agreement, or Licensee's breach of any warranty, representation, obligation or other provision of this Agreement (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or intentional misconduct of the Indemnified Parties, or any third party that is not an employee, agent or contractor of the Indemnifying Party.

11. **Insurance.**

a. General. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as outlined below, issued by a company or companies authorized or permitted to do business in the State of Illinois and reasonably satisfactory to Licensor.

Such insurance will be primary. Prior to the execution of this Agreement and prior to insurance policy expiration date during the term of this Agreement, Licensee shall furnish Licensor with a certificate of insurance and, upon request, copies of the required insurance policies can be reviewed during business hours at Licensee's corporate office located at 601 First Avenue, Rochelle, Illinois 61068. The certificate shall reference this Agreement. Licensor will be given thirty (30) days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. The City of Rochelle and all of its elected officials, officers, departments, employees, including RMU, its employees and agents (collectively, "Additional Insureds") shall be included as Additional Insureds under all of the policies, except for the workers' compensation and employers' liability policies. All policies shall be written on an occurrence, and not on a claims-made, basis. Licensee shall defend, indemnify and hold harmless the Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Agreement.

b. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual liability, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Combined single limits of liability not less than $2,000,000.00 general aggregate, $2,000,000.00 products/completed operations aggregate, $1,000,000.00 personal injury, $1,000,000.00 each occurrence for bodily injury and property damage.

c. Automobile Liability Insurance. Commercial automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Combined single limits of liability not less than $1,000,000 each accident for bodily injury and property damage.

d. Umbrella Liability Insurance. Coverage to be in excess of commercial general and automobile liability insurance required in subsections b. and c. above. Limits of liability not less than $4,000,000.00 each occurrence, $4,000,000.00 aggregate.

e. Workers' Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than $1,000,000.00 each accident/disease/policy limit.

f. Property Insurance. Licensee will be responsible for maintaining property insurance on its property and equipment associated with its use of the Premises or the Space o fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage"

insurance or self-insure such exposures. To the extent covered by property insurance, Licensee hereby releases Licensor from and waives all rights against Licensor for any loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance even if such loss or damage is caused by the fault or negligence of Licensor or anyone for whom Licensor is responsible. Licensee agrees that to the extent any such policy of insurance provides a right of subrogation in the insurer, Licensee will obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance. The policies will provide such waivers of subrogation by endorsement or otherwise.

12. **LIMITATION OF LIABILITY**. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUES) ARISING OUT OF, OR IN CONNECTION WITH, THE PREMISES, THE USE OF THE SPACE, OR EITHER PARTY'S NEGLIGENCE OR BREACH OF THIS AGREEMENT.

13. **NO WARRANTIES/REPRESENTATIONS**. LICENSEE HEREBY ACCEPTS THE PREMISES AND THE SPACE AND DARK FIBER "AS IS." LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES AND THE SPACE OR LICENSED DARK FIBER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING THIS SECTION, LICENSOR MUST MEET THE OBLIGATIONS TO DELIVER THE PREMISES TO DNA WITH THE RMU WORK COMPLETED AS DETAILED IN EXHIBIT B.

14. **Removal of Licensee's Equipment upon Termination/Expiration.**

a. Removal Required. With the exception of Licensee's Equipment, all fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on or about the Space prior to or during the term of this Agreement, whether by Licensor at its expense or at the expense of Licensee, or by Licensee at its expense, shall be and remain part of the Space and shall not be removed by Licensee upon termination or expiration of this Agreement. Upon such termination or expiration, Licensor shall allow Licensee thirty (30) days from the date of such termination or expiration, at Licensee's sole cost and expense, to remove all of Licensee's Equipment, provided that the Space is restored by Licensee to its condition before the installation of such items, reasonable wear and tear excepted.

b. Failure to Remove. Before removing any of Licensee's Equipment from the Space upon termination or expiration of this Agreement, Licensee agrees

on behalf of itself and its successors and assigns to provide Licensor with reasonable advance notice of its intentions to remove such equipment. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, Licensor shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee agrees to reimburse Licensor for Licensor's actual costs of such removal and restoration. In the event Licensee fails to completely remove Licensee's Equipment from the Space or fails to restore the Space as required herein, Licensee shall continue to pay the License Fee at the rate in effect during which any of Licensee's Equipment remains in the Space or on the Premises. Whether or not any or all of Licensee's Equipment is in use or functioning shall not be considered a factor when determining Licensee's Licensee Fee payment obligations under this section.

c. Security Deposit. Upon execution of this Agreement, Licensee shall provide to Licensor a security deposit in the amount of Five Thousand Dollars ($5,000.00), which Licensor shall hold in its escrow account. The security deposit is to ensure that Licensee's Equipment will be removed and the Premises and Space restored at termination or expiration of this Agreement. In addition, the security deposit shall be used as security for the payment by Licensee of any sums due Licensor under this Agreement or of any claims, liens, or taxes which arise by reason of the installation, maintenance, or operation of Licensee's Equipment. The security deposit shall be held in an interest-bearing account, and any and all interest accruing thereto shall remain in the account. The security deposit shall not constitute liquidated damages, and Licensor's retention of all or part thereof shall not preclude Licensor from enforcing any rights or remedies under this Agreement. Within thirty (30) days after Licensee complies with its removal obligations under this Agreement, Licensor shall return any portion of the security deposit that Licensor has not retained pursuant to this paragraph.

15. **Use of Space Solely by Licensee**. Licensee acknowledges that it has been granted only a license to utilize the Space solely for the purpose of interconnection of Licensee's Equipment with the RMU Network and that it has not been granted any real property interests in the Space. Licensee further agrees that neither the Space nor any part thereof shall be encumbered in any manner by reason of any act or omission on the part of Licensee.

16. **Maintenance.** In the event that routine maintenance of the Premises is required, Licensor shall perform any such routine maintenance that will affect Licensee's use of the Space during the period from 12:00 a.m. CST to 6:00 a.m. CST (the "Maintenance Window") after making reasonable efforts to notify Licensee approximately ten (10) calendar days before commencing such work. Notwithstanding the foregoing, Licensor may perform emergency maintenance at

any time, but Licensor will attempt to avoid or minimize the impact on Licensee's use of the Space; Licensor shall determine the timing and scope of all emergency maintenance actions.

17. **Interruption of Licensed Fibers.** Licensee acknowledges that routine maintenance and periodic system repairs, upgrades, and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of nature, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of Licensed Fibers and Licensor shall have no liability arising out of service interruptions or impairments.

18. **Licensee's Representations.** Licensee represents and warrants:

    a. It is a corporation duly organized and validly existing and in good standing under the laws of the State of Illinois.

    b. To the extent required by applicable laws, it holds one **(1)** or more certificates of public convenience and necessity to provide telecommunications services within the State of Illinois, and it agrees to obtain and maintain such regulatory and other certifications during the term of this Agreement.

19. **Responsibility for Signals.** Licensee shall have full responsibility and liability for all signals Licensee transmits over the Licensed Fibers. Licensor shall have no responsibility or liability for any material contained in the signals transmitted by Licensee over the Licensed Fibers, including any liability with respect to the content of what is transmitted or any copyright or other intellectual property right therein.

20. **Responsibility for Taxes.** Licensee shall pay and be responsible for any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the Licensed Fibers. Licensee shall be solely responsible for payment of any sales or use tax, business, income, or franchise tax, or similar tax imposed by any governmental authority because of Licensee's use of the Licensed Fibers.

21. **No Liens.** Licensee shall not do anything which might cause or result in and shall not permit the filing of a lien against any part of the RMU Network.

22. **Interference or Degradation of Service.** Licensee agrees that any of its equipment connected to the RMU Network shall be tested before use to assure that transmissions over the Licensed Fibers will not degrade or

interfere with any service or use of the RMU Network by others. Licensee agrees that it will not use the Licensed Fibers in a manner that will interfere with or degrade any service or use provided via the RMU Network.

23. **Notices**. All notices, requests, demands, and other communications hereunder shall be given in writing and shall be personally delivered; sent by facsimile transmission, or other electronic means of transmitting written documents; or sent to the Parties at their respective addresses by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands, or requests are as follows:

If to Licensor: Rochelle Municipal Utilities
ATTN: General Manager
cc: City of Rochelle City Manager
333 Lincoln Highway
Rochelle, IL 61068
PH: 815-562-4155
FX: 815-562-5861

with required written copy to:

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
Attn: Dominick Lanzito
2441 Warrenville Road – Ste. 310
Lisle, IL 60532
dlanzito@ottosenlaw.com

If to Licensee: Digital Network Access Communications, Inc.
Attn: Michael C. Hammett
601 First Avenue
Rochelle, Illinois 61068
PH: 815-562-4290
FX: 866-334-9985

with required written copy to:

Jason Rock
BSLBV LLP
6833 Stalter Dr
Rockford IL 61108

24. **Assignment.** Licensee shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Licensor; provided, however, upon written notice to Licensor,

Licensee may assign this Agreement or any of its rights hereunder without obtaining consent: (i) to any subsidiary, parent company, or affiliate; (ii) pursuant to any sale or transfer of all or substantially all of its business; or (iii) pursuant to any financing, merger, or reorganization. Any assignment or transfer shall be conditioned upon the assignee or transferee assuming in writing all obligations of Licensee arising under this Agreement. Notwithstanding any assignment or transfer, Licensee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants or conditions of this Agreement without the express written consent to the release of Licensee by Licensor.

25. **Entire Agreement/Amendment**. This Agreement contains the entire agreement between the Parties regarding the subject of this Agreement. This Agreement may not be amended, altered or modified except by written agreement signed by both Parties to this Agreement.

26. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions and the forum for any disputes arising out of the Agreement shall be Ogle County, Illinois.

27. **Severability.** If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either Party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the Parties that this Agreement be administered as if not containing the invalid provision. In the event, however, that the invalidity does materially alter the essence of this Agreement, the Parties shall use diligent efforts to arrive at a written amendment regarding appropriate modifications to the Agreement.

28. **Incorporation of Exhibits/Recitals**. The exhibits and all of the recitals above are incorporated into and form part of this Agreement.

29. **Compliance with Laws**. Each Party shall comply, at its own expense, with all applicable federal, state and local ordinances, codes, statutes, regulations and laws that relate to its obligations under this Agreement.

[Signature on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first written above.

Licensor: City of Rochelle,
acting through Rochelle Municipal Utilities

_____

Print: _____

Title: _____

Date: _____

Licensee:

_____

Print: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF SPACE

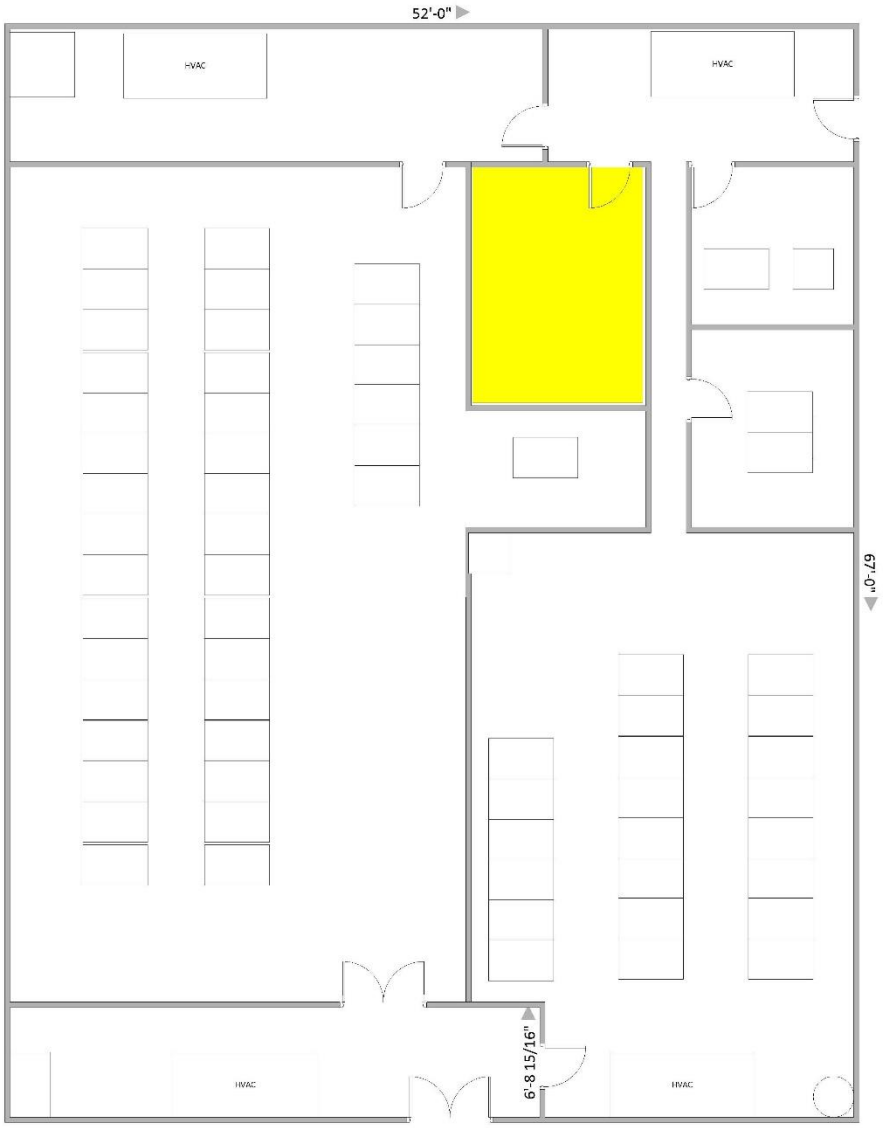


EXHIBIT B

COLLOCATION SERVICE ORDER

To: Digital Network Access Communications, Inc.
Attn: Michael C. Hammett
601 First Avenue
Rochelle, Illinois 61068

Date: 9/22/25
Quote #:
Customer ID:
Expiration Date: 30 days

Qty	Description		Non-Recurring	Monthly Recurring
1	Collocation Cage-42U (24/7 Access)		$828.00	$828.00
1	A Power 10 Amp power feed		$330.00	$330.00
	Expansion: Agreement transitions to full cage at **$1,500/month plus power** once usage exceeds 42U.			
Total			$1158.00, No cross-connect charges	

NOTES

Quote is based on a 36-month contract, Office space would be available during normal business hours only.

Quote is subject to ROCHELLE MUNICIPAL UTILITIES COLLOCATION LICENSE AGREEMENT

_____
Authorized Customer Signature

_____
Print Name

_____
Rochelle Municipal Utilities Authorized Signature

Thank you for your business!

EXHIBIT C

VLAN & Dark Fiber Pricing

- VLAN Transport: $500/month for up to 2 VLANs (data and/or voice) for Year 1, then $1,000/month ongoing
- Per-Customer VLAN Fee: $50/month per VLAN, per customer
    - Example: If a customer uses one VLAN, $50/month; if two VLANs, $100/month
- Dark Fiber / Wavelength: $375/month per strand or wavelength (where available)

Exhibit D
HANDS AND EYES SERVICES

Scope

Hands and Eyes Services may include the following:

- Reseating cables.
- Reporting the status of LED indicators.
- Rebooting equipment.
- Installing new cables as requested by Licensee. (Licensee will furnish all material and/or applicable billing procedures put in place for Licensor to bill Licensee for all material.)
- Periodic testing between Licensee and Licensor to confirm compliance within the parameters established when the service commenced.
- Grooming or re-grooming of T-1 's, PRI' s or any other special circuits, which services will be charged at the rates defined in the rate section.

Licensee shall be responsible for any training associated with supporting the Licensee's Equipment, including the cost of the training, travel, and hourly labor rate. Licensee shall also be responsible for providing detailed installation documentation (Pac's) for each project; that documentation must be site-specific and outline all of the work requested by Licensee.

Notification

Licensee will initiate Hands and Eyes Services for support by contacting Licensor Licensee Care Group. Licensee will be responsible for identifying the type of trouble and the location requiring support. Licensor Licensee Care will open a Trouble Ticket and refer the work request to Licensor Central Dispatch. Licensor Central Dispatch will coordinate with the applicable site/oncall technician in accordance with work hour. procedures in place at the time of referral. Upon arrival on site, the Licensor technician will call Licensee's contact number and will stand by for instructions. The Licensor technician will continue to work with Licensee until· it is reasonably necessary to complete the job and/or until released by Licensee. The Central Dispatch Group will provide closure to Licensee upon completion. All "Call Outs" will be in accordance with the Licensor Escalation List and notification procedures.

Benchmarks for service will be mutually agreed upon and documented by Licensee and Licensor, and they will be used as a reference for all service support for the length of the Agreement.

EXHIBIT E

TECHNICAL SPECIFICATIONS FOR COLLOCATION SERVICE

Licensor Standards, Descriptions & Tasks

AC Power

- AC power is provided if available and requested by Licensee. All AC power is provided in predetermined increments based on requested site. All breakers are 80% rated, thus requiring Licensee to request breaker sized 25% larger than expected usage.
- N + 1 power with emergency generation, fully monitored with auto transfer on power failure

Environmental

- Pre-action dry pipe sprinkler system and FM200. Licensor monitors fire detection systems.
- N+ 1 independent cooling units.
- Facility monitored 24 X 7 with key card access available.
- Lighting. General site illumination will be provided. Specific tasks may require Licensee provided task lighting.
- Ground Bus and cable interconnect. Licensor will supply grounding conductor between the bus bar and the Licensee's collocation space.
- Overhead cable ladder.
- Interconnect signal and power cabling between Licensor and Licensee.

Licensor will maintain ambient temperature between 60-75°F with an objective of 20-65% humidity. Temperature set point is 72°F with a 2°F variation. Humidity set point is 50% with a 5% variation. General and administrative services directly relating to the provision of the above listed Collocation Services.

Maintenance

Licensor will conduct routine scheduled maintenance of its Collocation sites and network. Licensor may perform emergency maintenance at any time in the event of a mission-critical maintenance situation. Licensee acknowledges and agrees that during scheduled and emergency maintenance periods, Licensee's Equipment may be unable to transmit and receive data, and Licensee may be unable to access the Licensee's Equipment. Licensee agrees to cooperate with Licensor during all scheduled and emergency maintenance periods.

EXHIBIT F
ROCHELLE MUNICIPAL UTILITIES TECHNOLOGY CENTER
POLICIES AND REGULATIONS

The Rochelle Municipal Utilities Technology Center ("Technology Center") will be accessible 24 hours a day, 7 days a week, except in the event of an emergency. Rochelle Municipal· Utilities ("RMU") shall use reasonable efforts· to provide advance notice to Licensee· regarding material changes to or suspension of the hours of operation.

Licensee will assure its officers, employees, technicians, agents, representatives, subcontractors, and visitors, who are granted access to the Technology Center, comply with the policies and procedures set forth herein.

RMU may provide a kitchenette, conference room; restrooms and work area in the Technology Center. Use of any of the foregoing will be in accordance with the policies and procedures set forth herein or as posted at the Technology Center.

Licensee shall comply with all laws, orders and regulations of all governmental bodies having jurisdiction over the building and/or Licensee's activities and with all of Technology Center policies and procedures.

GENERAL RULES AND REGULATIONS

LICENSEE EQUIPMENT

Equipment Delivery & Storage

RMU will accept delivery of and store Licensee's Equipment in accordance with the guidelines set forth below. Due to limited storage space, RMU, at its sole discretion, has the right to deny or limit the amount of storage space and storage time to Licensees.

Delivery Scheduling

All Licensee deliveries must be scheduled during normal operating hours and at least 48 hours in advance with the Rochelle Municipal Utilities Network Operations Center ("NOC"), reachable at (815) 562-4155. In the event a loading dock is required for the delivery of Licensee's Equipment, Licensee shall be responsible for any applicable charges imposed by RMU, if any. If RMU has not been notified of equipment arrival, RMU will deny acceptance of shipment.

Third Party Equipment Delivery

If the equipment is delivered by a third party, the Technology Center personnel will receive it on behalf of Licensee, provided that Licensee pre-scheduled the delivery with the NOC. If RMU has not been notified of equipment arrival, RMU will deny acceptance of shipment.

Include the following packing and shipping information:

- Licensee name

- Licensee ticket number (assigned by RMU) on the shipping label
- Technology Center address
- Licensee cabinet or cage number (assigned by The Technology Center)
- Special instructions if any

Licensee shall prepay all shipments, freight, packages, etc. RMU will not accept shipments that require any payment, whatsoever. Licensee is responsible for all shipping and/or freight claims.

If the shipment is large and cannot be easily brought in to the Technology Center it is the responsibility of the Licensee to have the shipping company bring the equipment into the Technology Center.

Upon receipt of Licensee's Equipment, RMU will do the following:

- Verify that the shipment is for the Technology Center.
- Conduct a thorough visual inspection of the external packaging for possible damage.
- Inventory all boxes and verify that the carton count matches shipping receipt.
- Place the equipment in Licensee's Space or store the equipment in a secured area until Licensee's Space is ready or available in accordance with the equipment storage policy.
- Notify Licensee of receipt of all shipments, damages, or shortages, if any.

In the event of damaged external packaging, RMU will accept the equipment and indicate, “damaged shipment/freight” on the shipping receipt and request the delivery driver to countersign acknowledging delivery of "damaged shipment/freight."

In the event of a discrepancy, RMU will accept the shipment and indicate "short shipment/freight" on the shipping receipt and request the delivery driver to countersign acknowledging delivery of "short shipment/freight."

Storage

If Licensee's Equipment can be safely locked in the Licensee's Space, no storage charges will apply. However, once the initial Licensee build has been completed no spare equipment can be stored in cardboard boxes within the confines of a Licensee's Space or any portion of RMU's floor. If there is not enough storage area in a Licensee's Space, RMU · will store Licensee's Equipment in a designated and secure storage area if there is space to do so at the discretion of the site Operations Manager and the NOC. Licensee will have ten (10) days in which to retrieve its equipment from the storage area from the date the equipment was delivered, after which, storage fees will apply.

All Licensee Equipment left in the Technology Center storage areas for more than thirty (30) days will be shipped to a Licensee-specified location at Licensee's sole cost and expense.

RMU is not responsible for loss or damage to Licensee equipment stored in the Technology Center or in transit if returned to Licensee.

Inventory of Equipment

RMU requires an inventory of Licensee Equipment and a description of its configuration upon execution of a Rochelle Municipal Utilities Agreement or installation. Licensee is required to notify RMU of any significant change in equipment, including, but not limited to, upgrades, reconfigurations and de-installations.

Installation

Prior to the use of the Space, Licensee shall install or have RMU install within Licensee's Space an appropriate number of (i) patch panels, (ii) DSX panels for category 6 twisted pair, coax, single and multi-mode fiber or (iii) other appropriate point of demarcation equipment number. RMU may modify the appropriate amount of demarcation equipment required by RMU from time to time in its reasonable discretion. Upon such modification, Licensee shall install or have RMU install within the Licensee's Space, the appropriate amount of demarcation equipment.

Licensee is solely responsible for any connections, wiring and items inside Licensee's Space between the demarcation equipment and Licensee's Equipment. All wiring, connections, circuitry and utility ports shall be labeled to include appropriate information in accordance with RMU standard procedure for identification purposes. Upon Licensee's request and if Licensee provides the required information, RMU shall provide such labels. However, RMU shall have no liability with respect to such labels, even if RMU provides the labels.

All cables, interconnections, demarcation equipment and wiring must be cleanly wrapped and tied together and kept within the applicable cabinet or rack within the Space Licensee in a manner satisfactory to RMU. Upon request, RMU shall assist with cleanly wrapping wiring, interconnections, Licensee demarcation equipment wiring or cables through RMU Remote Hands services. Licensee shall not permit any wiring, interconnections, Licensee's demarcation equipment connections or cables to enter any other space outside of Licensee's cabinet, rack or Space.

Licensee shall not install any equipment that cannot be securely affixed or bolted into a cabinet or rack in a manner reasonably acceptable to RMU. Any and all equipment that is too large or heavy for a rack or cabinet (including, but not limited to large servers) shall be fastened, securely affixed or bolted directly to the floor. Licensee shall not stack or rest any equipment on any other equipment. In addition, nothing may be mounted on cage walls that may restrict the airflow through the Technology Center. No Licensee Equipment shall be placed directly on the floor. Licensee's Equipment shall be at least six (6) inches

off the floor using either shelves or rack rails. No other method shall be used. (e.g. cardboard boxes to elevate equipment).

Licensee will not have the right to install any fiber optic or copper based service cables into or out of the Technology Center without express written consent of an authorized Technology Center representative. All fiber optic connections will be single mode cable unless Licensee specifies differently.

SECURITY

General

The Technology Center is physically secure and accessible to authorized Licensees 24x7x365 except during emergencies. A closed circuit television security system is located at all entrances. A card access system controls access to the Technology Center.

Licensee may not prop open any doors within the Technology Center. No one may shield his or her face in any manner from the Technology Center's security system. All Licensee employees, vendors and visitors must display their access badge or visitor badge prominently AT ALL TIMES.

Licensee shall present an "access list" of permitted employees that are allowed entry to the Technology Center and access to the Licensee Space. If Licensee wishes to grant access to an employee not on the permitted "access list," Licensee must ensure that the employee is accompanied by someone on the "access list" at all times. Licensee is responsible for all actions of its employees, contractors, vendors, and visitors.

Access/Security Badges

Upon execution of a Technology Center agreement, Licensee must also complete the RMU Security form prior to the issuance of security badges. The Security Form contains information on which Licensee employees or Licensee vendor employees are authorized by the Licensee to enter the Technology Center on the Licensee's behalf. It is the Licensee's responsibility to keep the Security Form updated at all times by contacting the NOC at (815) 562-4155 with any changes.

The standard number of security badges issued will be in accordance with the number of cabinets or amount of Space licensed by Licensee. Upon the first visit to the Technology Center, Licensee authorized personnel are required to contact RMU personnel to go through the identification and badge issuance process. All persons accessing the Technology Center will be required to show a valid driver's license or other government issued form of picture identification. Once Licensee's identification is confirmed; RMU personnel will enter the Licensee's information into the card access system. Once this process is completed, Licensee will have access to its Space and shared areas of the Technology Center without further need of assistance from RMU personnel. Licensee

must have cage space to obtain access or security badges or 24/7 unescorted access to the Technology Center.

Additional and Replacement Security Badges

If a badge is lost or stolen, Licensee must contact the NOC at (815) 562-4155 immediately. A completed Security Form is required to order additional or replacement security badges and must be submitted to the NOC by fax at (815) 562-5861 for proper authentication and processing. Licensee's identification number and password will be required when requesting additional security badges due to possible additional charges. Licensees will be assessed a replacement fee for any lost badges at the then applicable rate.

Licensee Sponsored Visitors

Technology Center tours must be scheduled at least 48 hours in advance by contacting RMU at (815) 562-4155. Please allow 1 business day for confirmation of tour approval.

All visitors entering the Technology Center will be required to sign in on the visitor roster, present a valid driver's license or other governments issued form of picture identification, and sign a Nondisclosure Agreement. Licensees are required to escort their sponsored visitors in the Technology Center at all times, including entering and exiting the Technology Center.

Power

Power provided will be based solely on accepted equipment configurations as set forth on any applicable written agreement between RMU and Licensee. RMU cannot guarantee additional power for equipment reconfigurations or upgrades.

All individual power runs are to be installed and maintained by RMU. Licensees may not install any batteries in the Technology Center, without express written consent of an authorized Technology Center representative.

Licensee must inform RMU immediately upon discovery of any worn, frayed or cut cables by contacting the NOC at (815) 562-4155.

To insure the safety of the Technology Center, Licensee will follow the NEC regulations on AC power circuit load ratings.

All Licensee Equipment utilized in the. Technology Center must meet Underwriter Laboratory ("UL") listing or a similarly recognized governing board. No soldering or open flames are allowed.

Licensees may not plug any equipment into receptacles or courtesy power outlets without the express written permission of RMU.

No equipment specifically designed to emit Radio Frequency (RF) energy is permitted to be installed in the Licensee Space or to be operated within the Technology Center without express written consent of an authorized RMU representative.

No device that is specifically designed to emit an electrical control signal on AC power lines is permitted to be installed in the Licensee Space or to be operated within the Technology Center without express written consent of an authorized Technology Center representative.

Use of Technology Center and Licensee's Space

Licensee shall maintain its Space in an orderly and clean manner and in good repair and condition, satisfactory to RMU. Licensee shall keep the Space free of litter, cartons, packing materials or packaging and related items (collectively "waste materials"). Licensee shall deposit all waste materials in designated trash receptacles that may be located in the Technology Center or within or outside of the building. Under no circumstances shall waste materials be discarded or left in the Technology Center. Licensee shall deposit all non-hazardous waste in appropriate receptacles located outside the building. RMU does not provide and is not responsible for providing receptacles for Licensee waste materials.

Licensee shall insure that its Space is in compliance with all Federal and State Occupational Safety and Health Organization ("OSHA") standards. Licensee will be responsible for all damage that may be caused by failure to comply with any OSHA standards within the space and under the Licensee's control.

Licensee, its officers, employees, technicians, agents, representatives, subcontractors and visitors shall behave in a courteous and professional manner at all times while in a Technology Center and shall do none of the following:

- Touch, alter, tamper with, adjust or repair any equipment or property of RMU or any other property (other than its own equipment inside Licensee's Space) located within the Technology Center.
- Loiter or solicit within the Technology Center, or on the grounds that the Technology Center is located.
- Do or permit anything to be done in, on or about the building that might constitute or result in a private or public nuisance or waste.
- Make any alterations, additions or improvements to the Space without the prior written consent of RMU, which shall be in RMU’s sole discretion.
- Eat, drink, or smoke within the Technology Center, except in areas designated by RMU.
- Bring any weapons, "including guns, knives or mace, or alcohol, or drugs" within the Technology Center.
- Photograph, videotape or film any areas in the Technology Center or the entrances to the Technology Center.

Licensee shall not, nor shall Licensee permit others to do any of the following: (i) fail to maintain a suitable environment as specified by RMU; or (ii) abuse or fraudulently access the building or the Technology Center to obtain or attempt to obtain service by any means or device with intent to avoid payment, unauthorized access, alteration or destruction, or any attempt thereof, of any information of RMU or any other Licensee of RMU by means of devise, use of any equipment in violation of the law or in aid of any unlawful act, use any equipment so as to interfere with the use of the RMU Network or RMU's Licensees or authorized users or in a manner which, in the opinion of RMU, is not in accordance with its generally accepted standards of access and use.

Licensee shall wear slip-resistant shoes while on the Technology Center floor and inform RMU technicians immediately of any unsafe Technology Center conditions of which the Licensee is aware (e.g., loose ladder racks, slick floors or electrical issues).

Each Licensee's cage and cabinet in the Technology Center is designed to provide space to an individual Licensee and RMU does not allow more than one Licensee per Licensee cage or Licensee cabinet.

Licensee agrees to safely configure, operate, and maintain Licensee's Equipment in Licensee's Space. This includes appropriate engineering and design of its equipment systems in adherence to manufacturer specifications. Failure to comply with these safety measures can result in an order to remedy or shut down unsafe equipment.

Conference Rooms

A conference room is available in the Technology Center. Licensees can reserve the conference room for periods of 2 to 4 hours by calling the NOC at (815) 562-4155. Licensees will be charged a minimum of two hours and additional hours in one hour increments. Cancellation charges shall apply if rooms are not cancelled 24 hours prior to the scheduled time.

Order Processing and Invoicing

Upon order acceptance and approval, RMU will issue a letter acknowledging the order and informing Licensee of the "Target Installation Completion Date". The Target Installation Completion date indicates when the Licensee's Space and services are "Licensee ready". Orders may have more than one Target Installation Completion Date for Space and power.

RMU's deployment team may engage Licensee during the installation planning stage at which time mutual tasks, responsibilities, and timeframes will be identified and committed with regard to the Target Installation Completion Date. Cross-connects will be billed when installed by RMU.

Licensee can request one-time services such as remote hands, conference rooms, etc., by calling the NOC at (815) 562-4155. Once a month, RMU will invoice Licensee for all fees associated with service requests performed during the prior month.

Change Orders

Changes to an executed Collocation Agreement must be made in writing using the appropriate Change Order Form and submitted to RMU. Any changes made to the initial Order Form may cause serious delays and change fees will apply. Installation fees associated with a Change Order are due and payable when the Change Order is submitted to RMU.

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

A RESOLUTION AUTHORIZING A COLLOCATION AND VLAN TRANSPORT SERVICES LICENSE AGREEMENT WITH DIGITAL NETWORK ACCESS COMMUNICATIONS, INC.

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO

City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd., 2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO.

A RESOLUTION AUTHORIZING A COLLOCATION AND VLAN TRANSPORT SERVICES LICENSE AGREEMENT WITH DIGITAL NETWORK ACCESS COMMUNICATIONS, INC.

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton,* 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City operates various utilities through Rochelle Municipal Utilities (“RMU”), one of its departments; and

WHEREAS, RMU owns the Rochelle Municipal Utilities Technology Center (the "Technology Center"), located at 910 Technology Parkway, Rochelle, Illinois. The Technology Center has space available for collocation cages in which individual licensees can locate their telecommunications equipment (the "Premises"); and

WHEREAS, Digital Network Access Communications, Inc. (“DNAC”) is an Illinois utility that provides telecommunications and technology services, including residential and business internet (fiber and copper), phone services, and managed IT services to its customers; and

WHEREAS, DNAC desires access to space on the Premises to install and operate its telecommunications equipment and cabling ("Licensee's Equipment"); and

WHEREAS, Digital Network Access Communications, Inc. also seeks a license to utilize the RMU’s dark fiber to deliver services to its customers via its Virtual Local Area Network (VLAN); and

WHEREAS, Rochelle Municipal Utilities is willing to grant DNAC the right to use such space and dark fiber subject to the terms of a Colocation and License Agreement;

and

WHEREAS, a proposed Colocation and VLAN Transport Services Licensing Agreement is attached herein as Exhibit 1; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to enter a Colocation and VLAN Transport Services Licensing Agreement with Digital Network Access Communications, Inc.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby authorize and approve the Colocation and VLAN Transport Services License Agreement with Digital Network Access Communications, Inc., attached herein as Exhibit 1, subject to review and revision by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED THIS 27th day of October 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT 1
(NOT FOR EXECUTION)
ROCHELLE MUNICIPAL UTILITIES
COLLOCATION AND VLAN TRANSPORT SERVICES LICENSE AGREEMENT

This Collocation and VLAN Transport Services License Agreement ("Agreement") is made as of this ___th day of September, 2025 ("Effective Date"), by and between the City of Rochelle, acting through the Rochelle Municipal Utilities ("RMU" or "Licensor"), and Digital Network Access Communications, Inc. (Licensee" or "DNA").

RECITALS

A. RMU owns the Rochelle Municipal Utilities Technology Center (the "Technology Center"), located at 910 Technology Parkway, Rochelle, Illinois. The Technology Center has space available for collocation cages in which individual licensees can locate their telecommunications equipment (the "Premises").

B. Licensee desires to have access to space on the Premises to install and operate its telecommunications equipment and cabling ("Licensee's Equipment").

C. Licensee also seeks a license to utilize the RMU's dark fiber to deliver services to its customers via VLAN.

C. Licensor is willing to grant Licensee the right to use such space and dark fiber in accordance with the terms of this Agreement.

Licensor and Licensee hereby agree as follows:

1. **Grant of License**.

a. Subject to the terms of this Agreement, Licensor hereby grants to Licensee an exclusive license to locate, install, maintain, monitor, operate, replace, repair and remove (collectively "locate") Licensee's Equipment in space on the Premises (the "Space"); such Space is depicted in Exhibit A and described in Exhibit B.

b. Licensee shall utilize the Space only for interconnection of Licensee's Equipment with the RMU Network. If Licensee interconnects, or attempts to interconnect Licensee's Equipment with equipment or services of any entity other than Licensor, without obtaining the prior written consent of Licensor (which consent shall be granted or withheld at the sole discretion of Licensor), then Licensee shall be in material breach of this Agreement and Licensor may pursue any legal or equitable remedy, including, but not limited to, the immediate termination of the license granted herein. All cross connections relevant to interconnecting Licensee's Equipment with the RMU Network, or with any other Party for which Licensor gives explicit written permission, shall be established under Licensor's control, direction and supervision.

c. Subject to the terms of this Agreement, Licensor hereby grants Licensee a revocable and exclusive license authorizing Licensee to use

the Dark Fiber strands as set forth on Exhibit C (the "Licensed Fibers"), as need and as Licensee needs for its customers. The parties shall mutually agree upon individual agreements, as needed, for each customer; however, such agreements shall be consistent with the terms and pricing of this Agreement.

d. Nothing in this Agreement shall be deemed to grant, convey, create, or vest an interest or estate in land or specific personal property in Licensee, including any fee, leasehold interest, easement, or any franchise rights.

e. Nothing contained in this Agreement shall be construed as affecting in any way Licensor's unilateral rights over the Space or Licensed Fibers and the RMU Network.

2. **Services Pricing and Fees.**

a. License Fee. Licensee shall pay to Licensor a monthly License Fee as described in Exhibit B for use of the Space. License Fees shall be payable on a monthly basis starting from the License Fee Commencement Date, detailed in Section 3(d) of this Agreement. Each subsequent monthly payment shall be due by the first day of each month:

b. Installation Fee. To the extent applicable, a one-time Installation Fee shall apply to the initial installation (including, without limitation, installation of racks, cabinets, floor cage and power). The Installation Fee shall be as set forth on the Collocation Service Order. However, the Licensor, at its sole discretion, may waive any such Installation Fee.

c. Access Cards. For a one-time charge of $100.00, Licensee shall be issued five (5) security access cards ("Access Cards") to be used to access the Space. Replacement cards will be provided at a cost of $20.00 each. Licensee has the right to increase the number of issued access cards at will.

d. Hands and Eyes Services. From time to time, Licensor shall perform Hands and Eyes Services with respect to Licensee's Equipment within the Space on behalf of, and at the request and direction of, Licensee. Hands and Eyes Services, the terms and conditions of which are set forth in Exhibit D, include support of both the installation of new equipment and services, as well as the maintenance of existing equipment and services. Hands and Eyes Services will be provided for a flat fee of $150.00 per request for service during normal business hours and $250.00 per request for service outside of normal business hours. For the purposes of this section, "normal business hours" means from 7:30 a.m. CST to 5:00 p.m. CST.

e. Invoices. All invoices shall be paid by Licensee within thirty (30) days of the date of the invoice. All invoices must be paid in accordance with their terms without setoff or deduction.

f. Late Fee. In the event that Licensee fails to pay any amounts owed to Licensor when due, Licensee shall pay to Licensor a late fee on the total payment due of one and one-half percent (1.5%) per month.

3. **Term/Termination and License Fee Commencement**.

a. Term. This Agreement shall commence on the Effective Date, and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for three (3) years ("Initial Term").

b. Access Rights. DNA will have full access and rights to the Premises and building from the Effective Date and thereafter in order to prepare the Premises for DNA's needs and any further work to be performed by DNA and its contractors. RMU will complete its required buildout and Premises preparation work ("RMU Work") in accordance with the Parties' expectations as set forth in Exhibit E and Exhibit F.

c. Delivery Date. The date on which services related to the activation and availability of the Premises is the Delivery Date. The first License Fee payment shall be due thirty days after the Delivery Date, regardless of whether DNA is actively using the premises for its intended purposes or not.

d. License Fee Commencement Date. The first License Fee Payment shall be due thirty (30) days after the Delivery Date.

e. Option to Renew. Provided that Licensee is not then in default under this Agreement or any other agreement between the Parties, Licensee shall have the option to renew the term of this Agreement for a mutually agreed upon monthly license fee and upon other terms and conditions mutually agreeable to the Parties, one of which shall be the requirement for Licensee to renew or execute an amendment to this Agreement, reflecting such terms and conditions. The option to renew shall be applicable for one additional term of three (3) years. Licensee shall exercise the option to renew by giving written notice of its election to Licensor at least ninety (90) days prior to the expiration of the Initial Term.

f. Damage to Premises/Licensee’s Equipment. If by virtue of fire or other casualty, the Premises should become damaged or unusable by Licensee for Licensee's Equipment, or if Licensee's Equipment should become so damaged as to be unusable by Licensee, then this Agreement may be terminated by mutual agreement of Licensor and Licensee. Under no circumstances, however, shall Licensor be obligated to rebuild or restore the Premises.

4. **Default/Termination at Will and for Cause**. Except where indicated otherwise, either Party may terminate this Agreement on giving the other Party thirty (30) days prior written notice in the event any of the following occur:

a. DNA may terminate this Agreement at will upon one hundred and eighty (180) days written notice to Licensor; provided that Licensee shall pay to Licensor an early termination fee equivalent to fifty (50%) of the remaining payments due under this Agreement.

b. DNA may terminate at will upon fifteen (15) business days-notice for RMU's failure to meet the Service Level Commitment of Section 5, as detailed in Section 5(a)(i) therein.

c. Licensee fails to pay the License Fee or any other sums owed to Licensor when due and does not cure that default within ten (10) days after written notice thereof by Licensor.

d. Licensor or Licensee defaults in the performance of any non-monetary term of this Agreement and does not cure that default within thirty (30) days after written notice thereof by the non-defaulting party, provided that such period shall be extended as reasonably necessary in the event that the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days.

e. Licensor's grant of this license or Licensee's use of the Licensed Fibers becomes illegal under any applicable federal, state, or local law, rule, or regulation.

5. **Service Level Commitments and Duties of Licensor**.

a. Power Availability; The AC power provided to the Space shall be available not less than 100% of the time within any given calendar month. To determine compliance with this provision, "Power Unavailability" shall be calculated as the total number of minutes, for each calendar month, that power was unavailable to the Space. Licensor will assess Power Unavailability for purposes of this provision only if Licensee requests in writing that Licensor perform such assessment within sixty (60) calendar days of a power outage. For each total cumulative hour of Power Unavailability in any calendar month, Licensee's sole remedy shall be to request the issuance of a credit to Licensee's account on an hour-for hour basis, not to exceed the equivalent of one-twelfth (1/12th) of the annual License Fee amount during any calendar month.

i. If the cumulative hours of power unavailability within any 12-month period on an hour for hour basis would otherwise result in a credit that exceeds one-twelfth (1/12) of the annual License Fee, DNA shall be allowed to terminate this Agreement for cause upon fifteen (15) business days written notice.

b. Limits of SLA. The Service Level Agreement ("SLA") guarantee for electric power provided to the Space, as set forth in Section 5.b., shall not apply in any situation where electrical outages are caused or exacerbated by conditions beyond the reasonable control of Licensor, (not to include power

surges or outages, as Licensor must have fully functioning backup generators that automatically start within 90 seconds of an electrical outage for any reason); Licensee or third-party acts or omissions (where the third party is not an employee, agent or contractor of Licensor); denied access; failure of Licensee's Equipment, facilities or applications; or events of force majeure. All maintenance related outages or delays performed during the Maintenance Window, defined in Section 16 below, and any other scheduled maintenance performed outside the Maintenance Window will be excluded from any measurement period.

c. Environmental Monitoring Solutions. Licensor shall allow Licensee to monitor (via a web interface or other means as determined by Licensor) RMU's onsite Uninterruptable Power Supply, Electrical Power Distribution and HVAC systems. RMU will send Licensee email notifications of events on these systems that may affect the operation of Licensee's Equipment. Licensor shall incur no liability to Licensee whatsoever for any delayed notifications or any failure to send such notifications.

d. Video Surveillance. Licensor commits to have 24-hour video surveillance of the building and the Premises pursuant to PCI DSS regulations/rules/standards.

Licensor must keep surveillance footage for a period of ninety (90) days for potential review by DNA before discarding or erasing such footage.

Licensee may also install video surveillance equipment inside of the Space, but said surveillance equipment shall not surveil any areas outside of the licensed Space.

6. **Licensor Duties for Building**. Licensor shall also keep the building in which the Store is located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service. Licensor shall be responsible for any loss resulting from failure of the building to meet applicable building codes and regulations. Licensor shall maintain, inspect and promptly repair any defect or problems with the parking lot, roof, foundation of the building, structural and load-bearing walls and common areas (including sidewalks and lawn on the property).

7. **Access.** Licensor will permit Licensee's employees, agents, consultants and contractors to have direct access to the Space on a twenty-four (24) hours a day, seven (7) days a week basis, subject to the following terms and conditions:

a. Persons Entitled to Access. Only authorized employees, agents, consultants and contractors of Licensee shall be permitted to access Licensee's Equipment and Space.

b. Compliance with Safety and Security Requirements. All employees, agents, or contractors of Licensee must comply with any and all policies and practices

of Licensor pertaining to fire, safety, and security, including but not limited to access monitoring systems, identification badges, and protective clothing/headgear requirements.

c. Use of Common Areas. Where the access to Licensee's Equipment and Space is through a common building entrance and/or where other common areas of the Premises must be used to access Licensee's Equipment and Space (e.g., elevators, unrestricted corridors, etc.), Licensee shall be afforded reasonable use of such common areas or facilities. However, Licensor may restrict access to such areas or facilities on grounds of security, and Licensor may require that an employee of Licensor accompany Licensee's personnel or representatives. Licensor shall impose any such requirement in such a manner so as not to unnecessarily delay or hinder the twenty-four (24) hours a day, seven (7) days a week access to Licensee's Equipment and Space.

d. Notice of Construction, Installation, or Removal. Licensee shall provide Licensor at least ten (10) business days prior notice of any construction, installation or removal of Licensee's Equipment, as well as any scheduled maintenance or upgrade to any of Licensee's Equipment that (i) involves the installation, repair or removal of connecting cables located in a Licensor equipment room, (ii) might require drilling into any walls, ceiling or floor of the Premises, or (iii) other substantive construction work.

e. Right to Deny Access and/or Stop Work. Licensor reserves the right to deny access to Licensor's Premises to any of Licensee's employees, agents, consultants or contractors due to such person's or entity's lack of required authorization or qualification, falsification of records, violation of Licensor's reasonable fire, safety or security practices and policies, or for other reasonable cause. In addition, Licensor reserves the right to immediately stop any or all work or other activities on Licensor's Premises that violates any of its reasonable safety standards, or as deemed necessary by Licensor in its reasonable discretion to prevent personal injury or property damage.

f. Licensor Inspections. Licensor shall have the right, upon not less than twenty-four (24) hours prior written notice to Licensee, to access the Space to perform periodic inspections to ensure compliance with (i) any of Licensor's installation, safety and security practices and policies and (ii) any and all applicable regulations and standards of the Occupational Safety and Health Administration ("OSHA"), the Environmental Protection Agency ("EPA") or any other governmental authority related to fire, safety, health and/or environmental safeguards.

g. Emergency Access. Licensor shall be entitled to enter the Space and access Licensee's Equipment at any time and on less than twenty-four (24) hours prior notice if and to the extent necessary to allow Licensor to: (i) react to emergencies; (ii) maintain the building operating systems at Licensor's

Premises; and/or (iii) ensure compliance with any policies, regulations and standards of Licensor, OSHA, EPA, or any other governmental authority related to fire, safety, health and environment safeguards.

h. Identification/Access Cards. All Licensee employees, agents, and contractors requesting access to the Premises are required to have a photo identification card, which identifies the person by name and the name of the Licensee. The ID must be worn on the individual's exterior clothing while on the Premises. Licensee is required to immediately notify Licensor by the most expeditious means, when any Licensee employee, agent or contractor with access privileges to the Premises is no longer in its employ, or when Access Cards are lost or stolen or not returned by an employee, agent or contractor no longer in its employ. Licensee shall immediately retrieve and return to Licensor all Access Cards issued to an employee of Licensee upon termination of that employee's employment. Licensee shall be responsible for the replacement cost of Access Cards when lost or stolen or upon failure of it or its employee, agent or contractor to return them to Licensor.

i. There shall be a lockbox provided by Licensor and on the outside of the cage of the Space to hold emergency keys that are retained by the Licensor.

8. **Installation/Maintenance of Licensee's Equipment.**

a. Delivery of Licensee's Equipment. Licensee shall arrange for the inside delivery of each unit of Licensee's Equipment to the Space at Licensee's sole cost and expense. Licensee shall provide Licensor with reasonable prior notice of the actual delivery date of Licensee's Equipment.

b. Installation. Licensee shall install Licensee's Equipment at its sole expense and at no harm to the Space or the Premises, and without interfering in any way with Licensor's use of the Premises for its own purposes. Licensee shall install Licensee's Equipment in a safe condition acceptable to Licensor so as not to physically conflict or electrically interfere with the facilities placed therein or thereon, by Licensor or others. All installations shall be made in compliance with telecommunications industry standards, National Electric Code ("NEC") and OSHA requirements. Licensee's Equipment shall be placed in accordance with Licensor's requirements and specifications. Licensor's current technical specifications of Licensor are set forth in Exhibit E. Any damage resulting from such installation shall be repaired promptly by Licensee at its expense. Only authorized engineers or employees of Licensee, or their approved contractors, shall be permitted to enter the Premises for purposes of installing Licensee's Equipment.

c. Governmental Approvals. Licensee shall be responsible for obtaining at its own expense any and all local, state, and federal governmental permits and authorizations required for the construction, installation, maintenance, operation and/or repair of Licensee's Equipment. Licensee represents and warrants that all of Licensee's improvements or other work of Licensee

affecting the Premises and the Space shall be in compliance with all laws, ordinances, rules, regulations, orders and directives of governmental and quasi-governmental bodies and authorities having jurisdiction over the Premises and the Space from time to time applicable to Licensee's use of the Premises and the Space. Any Licensor pre• approval of improvements to the Space shall not operate to relieve Licensee, or its contractors or subcontractors, of any liability for breach of its representations and warranties hereunder.

d. Reimbursement for Repair Costs. Licensee agrees to reimburse Licensor for all reasonable repair or restoration costs associated with damage or destruction to the Premises, the Space, or property of Licensor or third parties caused by Licensee, its employees, agents, contractors, subcontractors, vendors, suppliers or other invitees, whether or not Licensor has authorized such parties' actions.

e. Maintenance of Licensee's Equipment. Licensee shall, at its own expense, maintain Licensee's Equipment while located in or on the Space in a safe condition and in good repair, and in a reasonable manner so as not to conflict with any use of the Premises by Licensor. Licensee's Equipment is and shall remain the personal property of Licensee notwithstanding the fact that it may be affixed or attached to the Premises, and shall, during the term of this Agreement or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Licensee. Any damage resulting from such removal shall be repaired by Licensee at its expense.

f. Ownership of Licensee's Equipment. The Parties agree that Licensee is the owner of Licensee's Equipment and that Licensor shall have no right, title or possessory interest therein.

g. Relocation of Licensee's Equipment. Upon the giving of ninety (90) days prior written notice to Licensee, Licensor may require Licensee to relocate Licensee's Equipment to other space within the Premises. In such event, Licensor shall reimburse Licensee for the reasonable costs of such relocation.

9. Conduct in Space/Premises. Licensee shall, at all times, maintain the Space in an orderly condition and shall be responsible for the removal and appropriate disposal of all trash and other debris from the Space. Licensee shall also maintain the Space in a safe condition, including, without limitation, not storing or using (or permitting others to store or use) any combustible materials and/or materials deemed "hazardous" under applicable federal, state or local laws or regulations. Licensee shall, at all times, abide by the rules and regulations governing the Space and the Premises, including Licensor's rules pertaining to the Premises as set forth in Exhibit E. Furthermore, Licensee represents and warrants, and shall ensure, that its pre-approved contractors, subcontractors and other authorized invitees abide by

all such rules and regulations and Licensee's obligations under this Agreement.

10. Indemnification. Licensee is responsible for all actions it takes or causes to be taken in connection with its use of the Premises and the Space. As a condition of using the Premises and the Space, Licensee agrees to indemnify and hold harmless the City of Rochelle and all of its elected officials, officers, departments, agencies, commissioners, council members, board members, representatives, employees, agents, and contractors, including RMU, its employees, commission members, agents, and contractors (collectively, "Indemnified Parties") against any and all liability, claims, costs, fines, liabilities, penalties, damages, expenses (including reasonable attorney fees of counsel selected by Licensor and all other costs and expenses of litigation), demands, lawsuits or disputes arising in any way from Licensee's use of the Premises, the Space, Licensee's operation of Licensee's Equipment, any activities of Licensee under this Agreement, or Licensee's breach of any warranty, representation, obligation or other provision of this Agreement (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or intentional misconduct of the Indemnified Parties, or any third party that is not an employee, agent or contractor of the Indemnifying Party.

11. **Insurance.**

a. General. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as outlined below, issued by a company or companies authorized or permitted to do business in the State of Illinois and reasonably satisfactory to Licensor. Such insurance will be primary. Prior to the execution of this Agreement and prior to insurance policy expiration date during the term of this Agreement, Licensee shall furnish Licensor with a certificate of insurance and, upon request, copies of the required insurance policies can be reviewed during business hours at Licensee's corporate office located at 601 First Avenue, Rochelle, Illinois 61068. The certificate shall reference this Agreement. Licensor will be given thirty (30) days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. The City of Rochelle and all of its elected officials, officers, departments, employees, including RMU, its employees and agents (collectively, "Additional Insureds") shall be included as Additional Insureds under all of the policies, except for the workers' compensation and employers' liability policies. All policies shall be written on an occurrence, and not on a claims-made, basis. Licensee shall defend, indemnify and hold harmless the Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Agreement.

b. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual liability, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities

(commonly known as XCU coverage). Combined single limits of liability not less than $2,000,000.00 general aggregate, $2,000,000.00 products/completed operations aggregate, $1,000,000.00 personal injury, $1,000,000.00 each occurrence for bodily injury and property damage.

c. Automobile Liability Insurance. Commercial automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Combined single limits of liability not less than $1,000,000 each accident for bodily injury and property damage.

d. Umbrella Liability Insurance. Coverage to be in excess of commercial general and automobile liability insurance required in subsections b. and c. above. Limits of liability not less than $4,000,000.00 each occurrence, $4,000,000.00 aggregate.

e. Workers' Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than $1,000,000.00 each accident/disease/policy limit.

f. Property Insurance. Licensee will be responsible for maintaining property insurance on its property and equipment associated with its use of the Premises or the Space o fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures. To the extent covered by property insurance, Licensee hereby releases Licensor from and waives all rights against Licensor for any loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance even if such loss or damage is caused by the fault or negligence of Licensor or anyone for whom Licensor is responsible. Licensee agrees that to the extent any such policy of insurance provides a right of subrogation in the insurer, Licensee will obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance. The policies will provide such waivers of subrogation by endorsement or otherwise.

12. **LIMITATION OF LIABILITY**. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUES) ARISING OUT OF, OR IN CONNECTION WITH, THE PREMISES, THE USE OF THE SPACE, OR EITHER PARTY'S NEGLIGENCE OR BREACH OF THIS AGREEMENT.

13. **NO WARRANTIES/REPRESENTATIONS**. LICENSEE HEREBY ACCEPTS THE PREMISES AND THE SPACE AND DARK FIBER "AS IS." LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES AND THE SPACE OR LICENSED DARK FIBER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE HEREBY

DISCLAIMED. NOTWITHSTANDING THIS SECTION, LICENSOR MUST MEET THE OBLIGATIONS TO DELIVER THE PREMISES TO DNA WITH THE RMU WORK COMPLETED AS DETAILED IN EXHIBIT B.

14. **Removal of Licensee's Equipment upon Termination/Expiration.**

a. Removal Required. With the exception of Licensee's Equipment, all fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on or about the Space prior to or during the term of this Agreement, whether by Licensor at its expense or at the expense of Licensee, or by Licensee at its expense, shall be and remain part of the Space and shall not be removed by Licensee upon termination or expiration of this Agreement. Upon such termination or expiration, Licensor shall allow Licensee thirty (30) days from the date of such termination or expiration, at Licensee's sole cost and expense, to remove all of Licensee's Equipment, provided that the Space is restored by Licensee to its condition before the installation of such items, reasonable wear and tear excepted.

b. Failure to Remove. Before removing any of Licensee's Equipment from the Space upon termination or expiration of this Agreement, Licensee agrees on behalf of itself and its successors and assigns to provide Licensor with reasonable advance notice of its intentions to remove such equipment. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, Licensor shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee agrees to reimburse Licensor for Licensor's actual costs of such removal and restoration. In the event Licensee fails to completely remove Licensee's Equipment from the Space or fails to restore the Space as required herein, Licensee shall continue to pay the License Fee at the rate in effect during which any of Licensee’s Equipment remains in the Space or on the Premises. Whether or not any or all of Licensee's Equipment is in use or functioning shall not be considered a factor when determining Licensee's Licensee Fee payment obligations under this section.

c. Security Deposit. Upon execution of this Agreement, Licensee shall provide to Licensor a security deposit in the amount of Five Thousand Dollars ($5,000.00), which Licensor shall hold in its escrow account. The security deposit is to ensure that Licensee's Equipment will be removed and the Premises and Space restored at termination or expiration of this Agreement. In addition, the security deposit shall be used as security for the payment by Licensee of any sums due Licensor under this Agreement or of any claims, liens, or taxes which arise by reason of the installation, maintenance, or operation of Licensee's Equipment. The security deposit shall be held in an interest-bearing account, and any and all interest accruing thereto shall remain in the account. The security deposit shall not constitute liquidated damages, and Licensor's retention of all or part thereof shall not preclude Licensor from enforcing any rights or remedies under this Agreement. Within

thirty (30) days after Licensee complies with its removal obligations under this Agreement, Licensor shall return any portion of the security deposit that Licensor has not retained pursuant to this paragraph.

15. **Use of Space Solely by Licensee**. Licensee acknowledges that it has been granted only a license to utilize the Space solely for the purpose of interconnection of Licensee's Equipment with the RMU Network and that it has not been granted any real property interests in the Space. Licensee further agrees that neither the Space nor any part thereof shall be encumbered in any manner by reason of any act or omission on the part of Licensee.

16. **Maintenance.** In the event that routine maintenance of the Premises is required, Licensor shall perform any such routine maintenance that will affect Licensee's use of the Space during the period from 12:00 a.m. CST to 6:00 a.m. CST (the "Maintenance Window") after making reasonable efforts to notify Licensee approximately ten (10) calendar days before commencing such work. Notwithstanding the foregoing, Licensor may perform emergency maintenance at any time, but Licensor will attempt to avoid or minimize the impact on Licensee's use of the Space; Licensor shall determine the timing and scope of all emergency maintenance actions.

17. **Interruption of Licensed Fibers.** Licensee acknowledges that routine maintenance and periodic system repairs, upgrades, and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of nature, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of Licensed Fibers and Licensor shall have no liability arising out of service interruptions or impairments.

18. **Licensee's Representations.** Licensee represents and warrants:

    a. It is a corporation duly organized and validly existing and in good standing under the laws of the State of Illinois.

    b. To the extent required by applicable laws, it holds one **(1)** or more certificates of public convenience and necessity to provide telecommunications services within the State of Illinois, and it agrees to obtain and maintain such regulatory and other certifications during the term of this Agreement.

19. **Responsibility for Signals.** Licensee shall have full responsibility and liability for all signals Licensee transmits over the Licensed Fibers. Licensor shall have no responsibility or liability for any material contained in the signals transmitted by Licensee over the Licensed Fibers, including any liability with respect to the content of what is transmitted or any copyright or other intellectual property right therein.

20. **Responsibility for Taxes.** Licensee shall pay and be responsible for any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the Licensed Fibers. Licensee shall be solely responsible for payment of any sales or use tax, business, income, or franchise tax, or similar tax imposed by any governmental authority because of Licensee's use of the Licensed Fibers.

21. **No Liens.** Licensee shall not do anything which might cause or result in and shall not permit the filing of a lien against any part of the RMU Network.

22. **Interference or Degradation of Service.** Licensee agrees that any of its equipment connected to the RMU Network shall be tested before use to assure that transmissions over the Licensed Fibers will not degrade or interfere with any service or use of the RMU Network by others. Licensee agrees that it will not use the Licensed Fibers in a manner that will interfere with or degrade any service or use provided via the RMU Network.

23. **Notices**. All notices, requests, demands, and other communications hereunder shall be given in writing and shall be personally delivered; sent by facsimile transmission, or other electronic means of transmitting written documents; or sent to the Parties at their respective addresses by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands, or requests are as follows:

If to Licensor: Rochelle Municipal Utilities
ATTN: General Manager
cc: City of Rochelle City Manager
333 Lincoln Highway
Rochelle, IL 61068
PH: 815-562-4155
FX: 815-562-5861

with required written copy to:

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
Attn: Dominick Lanzito
2441 Warrenville Road – Ste. 310
Lisle, IL 60532
dlanzito@ottosenlaw.com

If to Licensee: Digital Network Access Communications, Inc.
Attn: Michael C. Hammett
601 First Avenue
Rochelle, Illinois 61068
PH: 815-562-4290

FX: 866-334-9985

with required written copy to:

Jason Rock
BSLBV LLP
6833 Stalter Dr
Rockford IL 61108

24. **Assignment.** Licensee shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Licensor; provided, however, upon written notice to Licensor, Licensee may assign this Agreement or any of its rights hereunder without obtaining consent: (i) to any subsidiary, parent company, or affiliate; (ii) pursuant to any sale or transfer of all or substantially all of its business; or (iii) pursuant to any financing, merger, or reorganization. Any assignment or transfer shall be conditioned upon the assignee or transferee assuming in writing all obligations of Licensee arising under this Agreement. Notwithstanding any assignment or transfer, Licensee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants or conditions of this Agreement without the express written consent to the release of Licensee by Licensor.

25. **Entire Agreement/Amendment**. This Agreement contains the entire agreement between the Parties regarding the subject of this Agreement. This Agreement may not be amended, altered or modified except by written agreement signed by both Parties to this Agreement.

26. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions and the forum for any disputes arising out of the Agreement shall be Ogle County, Illinois.

27. **Severability.** If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either Party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the Parties that this Agreement be administered as if not containing the invalid provision. In the event, however, that the invalidity does materially alter the essence of this Agreement, the Parties shall use diligent efforts to arrive at a written amendment regarding appropriate modifications to the Agreement.

28. **Incorporation of Exhibits/Recitals**. The exhibits and all of the recitals above are incorporated into and form part of this Agreement.

29. **Compliance with Laws**. Each Party shall comply, at its own expense, with all applicable federal, state and local ordinances, codes, statutes, regulations and laws that relate to its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first written above.

Licensor: City of Rochelle, acting through Rochelle Municipal Utilities	**Licensee:**
_____	_____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

DESCRIPTION OF SPACE

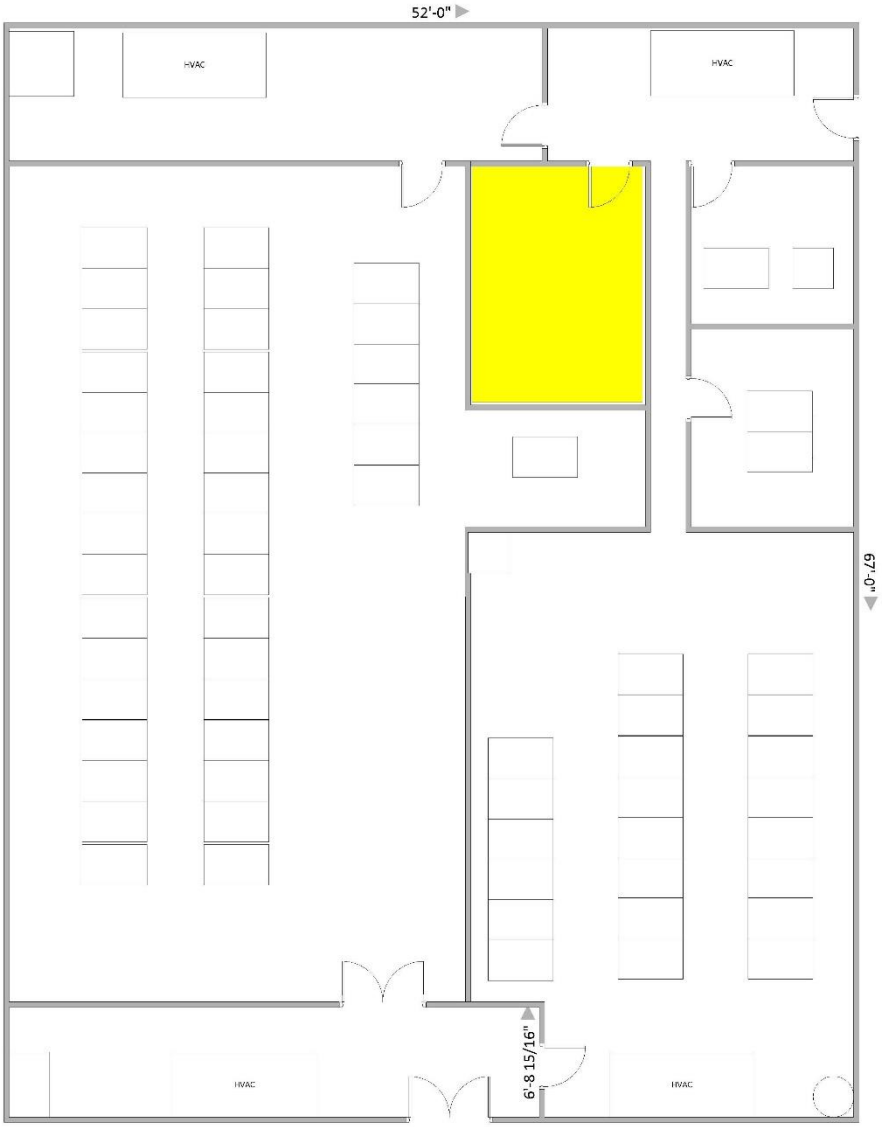


EXHIBIT B

COLLOCATION SERVICE ORDER

To: Digital Network Access Communications, Inc.
Attn: Michael C. Hammett
601 First Avenue
Rochelle, Illinois 61068

Date: 9/22/25
Quote #:
Customer ID:
Expiration Date: 30 days

Qty	Description		Non-Recurring	Monthly Recurring
1	Collocation Cage-42U (24/7 Access)		$828.00	$828.00
1	A Power 10 Amp power feed		$330.00	$330.00
	Expansion: Agreement transitions to full cage at **$1,500/month plus power** once usage exceeds 42U.			
Total			$1158.00, Plus cross-connections	

NOTES

Quote is based on a 36-month contract, Office space would be available during normal business hours only.

Quote is subject to ROCHELLE MUNICIPAL UTILITIES COLLOCATION LICENSE AGREEMENT

_____
Authorized Customer Signature

_____
Print Name

_____
Rochelle Municipal Utilities Authorized Signature

Thank you for your business!

EXHIBIT C

VLAN & Dark Fiber Pricing

- VLAN Transport: $500/month for up to 2 VLANs (data and/or voice) for Year 1, then $1,000/month ongoing
- Per-Customer VLAN Fee: $50/month per VLAN, per customer
    - Example: If a customer uses one VLAN, $50/month; if two VLANs, $100/month
- Dark Fiber / Wavelength: $375/month per strand or wavelength (where available)

Exhibit D
HANDS AND EYES SERVICES

Scope

Hands and Eyes Services may include the following:

- Reseating cables.
- Reporting the status of LED indicators.
- Rebooting equipment.
- Installing new cables as requested by Licensee. (Licensee will furnish all material and/or applicable billing procedures put in place for Licensor to bill Licensee for all material.)
- Periodic testing between Licensee and Licensor to confirm compliance within the parameters established when the service commenced.
- Grooming or re-grooming of T-1 's, PRI' s or any other special circuits, which services will be charged at the rates defined in the rate section.

Licensee shall be responsible for any training associated with supporting the Licensee's Equipment, including the cost of the training, travel, and hourly labor rate. Licensee shall also be responsible for providing detailed installation documentation (Pac's) for each project; that documentation must be site-specific and outline all of the work requested by Licensee.

Notification

Licensee will initiate Hands and Eyes Services for support by contacting Licensor Licensee Care Group. Licensee will be responsible for identifying the type of trouble and the location requiring support. Licensor Licensee Care will open a Trouble Ticket and refer the work request to Licensor Central Dispatch. Licensor Central Dispatch will coordinate with the applicable site/oncall technician in accordance with work hour. procedures in place at the time of referral. Upon arrival on site, the Licensor technician will call Licensee's contact number and will stand by for instructions. The Licensor technician will continue to work with Licensee until· it is reasonably necessary to complete the job and/or until released by Licensee. The Central Dispatch Group will provide closure to Licensee upon completion. All "Call Outs" will be in accordance with the Licensor Escalation List and notification procedures.

Benchmarks for service will be mutually agreed upon and documented by Licensee and Licensor, and they will be used as a reference for all service support for the length of the Agreement.

EXHIBIT E

TECHNICAL SPECIFICATIONS FOR COLLOCATION SERVICE

Licensor Standards, Descriptions & Tasks

AC Power

- AC power is provided if available and requested by Licensee. All AC power is provided in predetermined increments based on requested site. All breakers are 80% rated, thus requiring Licensee to request breaker sized 25% larger than expected usage.
- N + 1 power with emergency generation, fully monitored with auto transfer on power failure

Environmental

- Pre-action dry pipe sprinkler system and FM200. Licensor monitors fire detection systems.
- N+ 1 independent cooling units.
- Facility monitored 24 X 7 with key card access available.
- Lighting. General site illumination will be provided. Specific tasks may require Licensee provided task lighting.
- Ground Bus and cable interconnect. Licensor will supply grounding conductor between the bus bar and the Licensee's collocation space.
- Overhead cable ladder.
- Interconnect signal and power cabling between Licensor and Licensee.

Licensor will maintain ambient temperature between 60-75°F with an objective of 20-65% humidity. Temperature set point is 72°F with a 2°F variation. Humidity set point is 50% with a 5% variation. General and administrative services directly relating to the provision of the above listed Collocation Services.

Maintenance

Licensor will conduct routine scheduled maintenance of its Collocation sites and network. Licensor may perform emergency maintenance at any time in the event of a mission-critical maintenance situation. Licensee acknowledges and agrees that during scheduled and emergency maintenance periods, Licensee's Equipment may be unable to transmit and receive data, and Licensee may be unable to access the Licensee's Equipment. Licensee agrees to cooperate with Licensor during all scheduled and emergency maintenance periods.

EXHIBIT F
ROCHELLE MUNICIPAL UTILITIES TECHNOLOGY CENTER
POLICIES AND REGULATIONS

The Rochelle Municipal Utilities Technology Center ("Technology Center") will be accessible 24 hours a day, 7 days a week, except in the event of an emergency. Rochelle Municipal· Utilities ("RMU") shall use reasonable efforts· to provide advance notice to Licensee· regarding material changes to or suspension of the hours of operation.

Licensee will assure its officers, employees, technicians, agents, representatives, subcontractors, and visitors, who are granted access to the Technology Center, comply with the policies and procedures set forth herein.

RMU may provide a kitchenette, conference room; restrooms and work area in the Technology Center. Use of any of the foregoing will be in accordance with the policies and procedures set forth herein or as posted at the Technology Center.

Licensee shall comply with all laws, orders and regulations of all governmental bodies having jurisdiction over the building and/or Licensee's activities and with all of Technology Center policies and procedures.

GENERAL RULES AND REGULATIONS

LICENSEE EQUIPMENT

Equipment Delivery & Storage

RMU will accept delivery of and store Licensee's Equipment in accordance with the guidelines set forth below. Due to limited storage space, RMU, at its sole discretion, has the right to deny or limit the amount of storage space and storage time to Licensees.

Delivery Scheduling

All Licensee deliveries must be scheduled during normal operating hours and at least 48 hours in advance with the Rochelle Municipal Utilities Network Operations Center ("NOC"), reachable at (815) 562-4155. In the event a loading dock is required for the delivery of Licensee's Equipment, Licensee shall be responsible for any applicable charges imposed by RMU, if any. If RMU has not been notified of equipment arrival, RMU will deny acceptance of shipment.

Third Party Equipment Delivery

If the equipment is delivered by a third party, the Technology Center personnel will receive it on behalf of Licensee, provided that Licensee pre-scheduled the delivery with the NOC. If RMU has not been notified of equipment arrival, RMU will deny acceptance of shipment.

Include the following packing and shipping information:

- Licensee name
- Licensee ticket number (assigned by RMU) on the shipping label
- Technology Center address
- Licensee cabinet or cage number (assigned by The Technology Center)
- Special instructions if any

Licensee shall prepay all shipments, freight, packages, etc. RMU will not accept shipments that require any payment, whatsoever. Licensee is responsible for all shipping and/or freight claims.

If the shipment is large and cannot be easily brought in to the Technology Center it is the responsibility of the Licensee to have the shipping company bring the equipment into the Technology Center.

Upon receipt of Licensee's Equipment, RMU will do the following:

- Verify that the shipment is for the Technology Center.
- Conduct a thorough visual inspection of the external packaging for possible damage.
- Inventory all boxes and verify that the carton count matches shipping receipt.
- Place the equipment in Licensee's Space or store the equipment in a secured area until Licensee's Space is ready or available in accordance with the equipment storage policy.
- Notify Licensee of receipt of all shipments, damages, or shortages, if any.

In the event of damaged external packaging, RMU will accept the equipment and indicate, “damaged shipment/freight” on the shipping receipt and request the delivery driver to countersign acknowledging delivery of "damaged shipment/freight."

In the event of a discrepancy, RMU will accept the shipment and indicate "short shipment/freight" on the shipping receipt and request the delivery driver to countersign acknowledging delivery of "short shipment/freight."

Storage

If Licensee's Equipment can be safely locked in the Licensee's Space, no storage charges will apply. However, once the initial Licensee build has been completed no spare equipment can be stored in cardboard boxes within the confines of a Licensee's Space or any portion of RMU's floor. If there is not enough storage area in a Licensee's Space, RMU · will store Licensee's Equipment in a designated and secure storage area if there is space to do so at the discretion of the site Operations Manager and the NOC. Licensee will have ten (10) days in which to retrieve its equipment from the storage area from the date the equipment was delivered, after which, storage fees will apply.

All Licensee Equipment left in the Technology Center storage areas for more than thirty (30) days will be shipped to a Licensee-specified location at Licensee's sole cost and expense.

RMU is not responsible for loss or damage to Licensee equipment stored in the Technology Center or in transit if returned to Licensee.

Inventory of Equipment

RMU requires an inventory of Licensee Equipment and a description of its configuration upon execution of a Rochelle Municipal Utilities Agreement or installation. Licensee is required to notify RMU of any significant change in equipment, including, but not limited to, upgrades, reconfigurations and de-installations.

Installation

Prior to the use of the Space, Licensee shall install or have RMU install within Licensee's Space an appropriate number of (i) patch panels, (ii) DSX panels for category 6 twisted pair, coax, single and multi-mode fiber or (iii) other appropriate point of demarcation equipment number. RMU may modify the appropriate amount of demarcation equipment required by RMU from time to time in its reasonable discretion. Upon such modification, Licensee shall install or have RMU install within the Licensee's Space, the appropriate amount of demarcation equipment.

Licensee is solely responsible for any connections, wiring and items inside Licensee's Space between the demarcation equipment and Licensee's Equipment. All wiring, connections, circuitry and utility ports shall be labeled to include appropriate information in accordance with RMU standard procedure for identification purposes. Upon Licensee's request and if Licensee provides the required information, RMU shall provide such labels. However, RMU shall have no liability with respect to such labels, even if RMU provides the labels.

All cables, interconnections, demarcation equipment and wiring must be cleanly wrapped and tied together and kept within the applicable cabinet or rack within the Space Licensee in a manner satisfactory to RMU. Upon request, RMU shall assist with cleanly wrapping wiring, interconnections, Licensee demarcation equipment wiring or cables through RMU Remote Hands services. Licensee shall not permit any wiring, interconnections, Licensee's demarcation equipment connections or cables to enter any other space outside of Licensee's cabinet, rack or Space.

Licensee shall not install any equipment that cannot be securely affixed or bolted into a cabinet or rack in a manner reasonably acceptable to RMU. Any and all equipment that is too large or heavy for a rack or cabinet (including, but not limited to large servers) shall be fastened, securely affixed or bolted directly to the floor. Licensee shall not stack or rest any equipment on any other equipment. In addition, nothing may be mounted on cage walls that may restrict the airflow through the Technology Center. No Licensee Equipment shall be placed directly on the floor. Licensee's Equipment shall be at least six (6) inches off the floor using either shelves or rack rails. No other method shall be used. (e.g. cardboard boxes to elevate equipment).

Licensee will not have the right to install any fiber optic or copper based service cables into or out of the Technology Center without express written consent of an authorized Technology Center representative. All fiber optic connections will be single mode cable unless Licensee specifies differently.

SECURITY

General

The Technology Center is physically secure and accessible to authorized Licensees 24x7x365 except during emergencies. A closed circuit television security system is located at all entrances. A card access system controls access to the Technology Center.

Licensee may not prop open any doors within the Technology Center. No one may shield his or her face in any manner from the Technology Center's security system. All Licensee employees, vendors and visitors must display their access badge or visitor badge prominently AT ALL TIMES.

Licensee shall present an "access list" of permitted employees that are allowed entry to the Technology Center and access to the Licensee Space. If Licensee wishes to grant access to an employee not on the permitted "access list," Licensee must ensure that the employee is accompanied by someone on the "access list" at all times. Licensee is responsible for all actions of its employees, contractors, vendors, and visitors.

Access/Security Badges

Upon execution of a Technology Center agreement, Licensee must also complete the RMU Security form prior to the issuance of security badges. The Security Form contains information on which Licensee employees or Licensee vendor employees are authorized by the Licensee to enter the Technology Center on the Licensee's behalf. It is the Licensee's responsibility to keep the Security Form updated at all times by contacting the NOC at (815) 562-4155 with any changes.

The standard number of security badges issued will be in accordance with the number of cabinets or amount of Space licensed by Licensee. Upon the first visit to the Technology Center, Licensee authorized personnel are required to contact RMU personnel to go through the identification and badge issuance process. All persons accessing the Technology Center will be required to show a valid driver's license or other government issued form of picture identification. Once Licensee's identification is confirmed; RMU personnel will enter the Licensee's information into the card access system. Once this process is completed, Licensee will have access to its Space and shared areas of the Technology Center without further need of assistance from RMU personnel. Licensee must have cage space to obtain access or security badges or 24/7 unescorted access to the Technology Center.

Additional and Replacement Security Badges

If a badge is lost or stolen, Licensee must contact the NOC at (815) 562-4155 immediately. A completed Security Form is required to order additional or replacement security badges and must be submitted to the NOC by fax at (815) 562-5861 for proper authentication and processing. Licensee's identification number and password will be required when requesting additional security badges due to possible additional charges. Licensees will be assessed a replacement fee for any lost badges at the then applicable rate.

Licensee Sponsored Visitors

Technology Center tours must be scheduled at least 48 hours in advance by contacting RMU at (815) 562-4155. Please allow 1 business day for confirmation of tour approval.

All visitors entering the Technology Center will be required to sign in on the visitor roster, present a valid driver's license or other governments issued form of picture identification, and sign a Nondisclosure Agreement. Licensees are required to escort their sponsored visitors in the Technology Center at all times, including entering and exiting the Technology Center.

Power

Power provided will be based solely on accepted equipment configurations as set forth on any applicable written agreement between RMU and Licensee. RMU cannot guarantee additional power for equipment reconfigurations or upgrades.

All individual power runs are to be installed and maintained by RMU. Licensees may not install any batteries in the Technology Center, without express written consent of an authorized Technology Center representative.

Licensee must inform RMU immediately upon discovery of any worn, frayed or cut cables by contacting the NOC at (815) 562-4155.

To insure the safety of the Technology Center, Licensee will follow the NEC regulations on AC power circuit load ratings.

All Licensee Equipment utilized in the. Technology Center must meet Underwriter Laboratory ("UL") listing or a similarly recognized governing board. No soldering or open flames are allowed.

Licensees may not plug any equipment into receptacles or courtesy power outlets without the express written permission of RMU.

No equipment specifically designed to emit Radio Frequency (RF) energy is permitted to be installed in the Licensee Space or to be operated within the Technology Center without express written consent of an authorized RMU representative.

No device that is specifically designed to emit an electrical control signal on AC power lines is permitted to be installed in the Licensee Space or to be operated within the Technology Center without express written consent of an authorized Technology Center representative.

Use of Technology Center and Licensee's Space

Licensee shall maintain its Space in an orderly and clean manner and in good repair and condition, satisfactory to RMU. Licensee shall keep the Space free of litter, cartons, packing materials or packaging and related items (collectively "waste materials"). Licensee shall deposit all waste materials in designated trash receptacles that may be located in the Technology Center or within or outside of the building. Under no circumstances shall waste materials be discarded or left in the Technology Center. Licensee shall deposit all non-

hazardous waste in appropriate receptacles located outside the building. RMU does not provide and is not responsible for providing receptacles for Licensee waste materials.

Licensee shall insure that its Space is in compliance with all Federal and State Occupational Safety and Health Organization ("OSHA") standards. Licensee will be responsible for all damage that may be caused by failure to comply with any OSHA standards within the space and under the Licensee's control.

Licensee, its officers, employees, technicians, agents, representatives, subcontractors and visitors shall behave in a courteous and professional manner at all times while in a Technology Center and shall do none of the following:

- Touch, alter, tamper with, adjust or repair any equipment or property of RMU or any other property (other than its own equipment inside Licensee's Space) located within the Technology Center.
- Loiter or solicit within the Technology Center, or on the grounds that the Technology Center is located.
- Do or permit anything to be done in, on or about the building that might constitute or result in a private or public nuisance or waste.
- Make any alterations, additions or improvements to the Space without the prior written consent of RMU, which shall be in RMU’s sole discretion.
- Eat, drink, or smoke within the Technology Center, except in areas designated by RMU.
- Bring any weapons, "including guns, knives or mace, or alcohol, or drugs" within the Technology Center.
- Photograph, videotape or film any areas in the Technology Center or the entrances to the Technology Center.

Licensee shall not, nor shall Licensee permit others to do any of the following: (i) fail to maintain a suitable environment as specified by RMU; or (ii) abuse or fraudulently access the building or the Technology Center to obtain or attempt to obtain service by any means or device with intent to avoid payment, unauthorized access, alteration or destruction, or any attempt thereof, of any information of RMU or any other Licensee of RMU by means of devise, use of any equipment in violation of the law or in aid of any unlawful act, use any equipment so as to interfere with the use of the RMU Network or RMU's Licensees or authorized users or in a manner which, in the opinion of RMU, is not in accordance with its generally accepted standards of access and use.

Licensee shall wear slip-resistant shoes while on the Technology Center floor and inform RMU technicians immediately of any unsafe Technology Center conditions of which the Licensee is aware (e.g., loose ladder racks, slick floors or electrical issues).

Each Licensee's cage and cabinet in the Technology Center is designed to provide space to an individual Licensee and RMU does not allow more than one Licensee per Licensee cage or Licensee cabinet.

Licensee agrees to safely configure, operate, and maintain Licensee's Equipment in Licensee's Space. This includes appropriate engineering and design of its equipment

systems in adherence to manufacturer specifications. Failure to comply with these safety measures can result in an order to remedy or shut down unsafe equipment.

Conference Rooms

A conference room is available in the Technology Center. Licensees can reserve the conference room for periods of 2 to 4 hours by calling the NOC at (815) 562-4155. Licensees will be charged a minimum of two hours and additional hours in one hour increments. Cancellation charges shall apply if rooms are not cancelled 24 hours prior to the scheduled time.

Order Processing and Invoicing

Upon order acceptance and approval, RMU will issue a letter acknowledging the order and informing Licensee of the "Target Installation Completion Date". The Target Installation Completion date indicates when the Licensee's Space and services are "Licensee ready". Orders may have more than one Target Installation Completion Date for Space and power.

RMU's deployment team may engage Licensee during the installation planning stage at which time mutual tasks, responsibilities, and timeframes will be identified and committed with regard to the Target Installation Completion Date. Cross-connects will be billed when installed by RMU.

Licensee can request one-time services such as remote hands, conference rooms, etc., by calling the NOC at (815) 562-4155. Once a month, RMU will invoice Licensee for all fees associated with service requests performed during the prior month.

Change Orders

Changes to an executed Collocation Agreement must be made in writing using the appropriate Change Order Form and submitted to RMU. Any changes made to the initial Order Form may cause serious delays and change fees will apply. Installation fees associated with a Change Order are due and payable when the Change Order is submitted to RMU.

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. ____, "A RESOLUTION AUTHORIZING A COLLOCATION AND VLAN TRANSPORT SERVICES LICENSE AGREEMENT WITH DIGITAL NETWORK ACCESS COMMUNICATIONS, INC.," which was adopted by the Mayor and City Council of the City of Rochelle on October 27, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 27th day of October 2025.

_____
CITY CLERK

File Attachments for Item:

4. An Ordinance Accepting the Proposal from Martin & Company for Phase One of the 14th Street Storm Water Improvements

ROCHELLE CITY COUNCIL
REGULAR MEETING 10/27/2025
AGENDA ITEM

SUBJECT: City of Rochelle 2025 N. 14th Street Storm Sewer improvements bid acceptance and contract award

Staff Contact: Sam Tesreau, City Engineer

Summary: The N 14th Street Storm Sewer project was identified in the 2025 CIP and is considered Phase 1 of the improvements. The project will include new larger diameter storm sewer drainage upgrades to enhance or replace old deteriorated and undersized existing storm sewers that currently service a large, developed and urbanized area upland watershed north and east of the 14th Street right of way.

All the project is within City easements, undeveloped and developed Street Right of Way (ROW). However, the project will traverse through the St. Paul property, north of the church parking lot, to the undeveloped 14th Street Highland Ave and 14th Street pavements. Road closures are expected in the Spring of 2026 during the remaining work. The project extends from 15th Street box culverts, near the St Paul Church, and continues east and north to Highland Avenue through the 14th Street ROW. The Storm Sewer collector will provide for needed maintenance and relief of existing or undersized localized systems.

The above-mentioned project was advertised in the Rochelle Newsleader and on the City website. Bids were publicly opened and read aloud on October 21, 2025 at 11 am for the above referenced project. Eleven separate bids were received and the lowest five are as follows:

- Martin & Company Excavating submitted a bid for making the entire improvements in the amount of $374,069.16
- O'Brien Civil Works, Inc. submitted a bid for making the entire improvements in the amount of $482,474.00
- N-Trak Group LLC submitted a bid for making the entire improvements in the amount of $497,562.80
- DPI Construction, Inc. submitted a bid for making the entire improvements in the amount of $515,775.60
- Elliott and Wood Company submitted a bid for making the entire improvements in the amount of $519,999.00

The lowest bid is approximately 21% lower than the Engineers' estimate of cost. The project is being funded with Sales Tax funds for infrastructure, and a transfer will be made to the CY 2025 CIP fund 36-00-86104 to cover the City costs associated with the project. Furthermore, given the favorable contract unit prices for multiple construction items it is recommended that approval be given to the City Manager and/or the City Engineer to negotiate additional work or contract change orders, not to exceed $73,000, within the proposed bid contract

prices to facilitate other improvements and upgrades to streets or other storm sewer systems adjacent to this project.

It is anticipated that the construction project will be substantially complete by late May 2026. However, additional time will be granted for any additional work added to the contract.

Funding Sources:

Source:	Budgeted/ estimated Amount:	Proposed Expenditure:
CIP	$447,000	Bid proposal $374,069.12 improvement add on $73,000

Strategic Plan Goal:

Infrastructure Effectiveness and Improvement short term complex

Recommendation:

- Consider a resolution accepting the Bid proposal and award the contract to Martin and Company Excavating and reject all other bids received.
- Consider a resolution for the approval and authorization of a not to exceed $73,000 improvement add on or contract change order to be negotiated by the City Manager and/or City Engineer for improvements to the N. 14th Storm Sewer improvement project or adjacent to said project limits that are determined to be germane to the contract by the City Engineer.

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM MARTIN AND COMPANY EXCAVATING FOR THE 2025 N. 14TH STREET STORM SEWER IMPROVEMENTS PHASE 1

JOHN BEARROWS, Mayor
ROSE HUÉRAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. – City Attorneys
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

ORDINANCE NO: _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM MARTIN AND COMPANY EXCAVATING FOR THE 2025 N. 14TH STREET STORM SEWER IMPROVEMENTS – PHASE 1

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to "pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities." 65 ILCS 5/1-2-1; and

WHEREAS, while "non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute." (*Village of Wauconda v. Hutton,* 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City of Rochelle Engineering Department has been planning for the 2025 N. 14th Street Storm Sewer improvements project ("the Project") as part of its annual Capital improvement plan and/or fund; and

WHEREAS, as a result, the City Engineering Department has prepared plans and specifications for Phase 1 of the Project and issued a Notice to bidders for a Request for Proposals ("RFP") to solicit proposals for said Project; and

WHEREAS, the RFP was advertised in the Rochelle Newsleader and on the City website; and;

WHEREAS, on October 21, the City of Rochelle opened eleven bid proposals, the lowest of which was from Martin and Company Excavating in the amount of $374,069.16; and

WHEREAS, the lowest bid is approximately 21% lower than the City Engineer's estimate of cost; and

WHEREAS, given the favorable contract prices, the City Engineer is also requesting the authority to negotiate contract change orders and other improvements or upgrades to streets or other storm sewer systems adjacent to this project within said

contract at the awarded bid contract unit prices or to negotiate unit prices for other similar types of work adjacent to the project in an amount not to exceed $73,000; and

WHEREAS, staff recommends accepting the proposal from Martin and Company Excavating for the 2025 N. 14th Street Storm Sewer improvements - Phase 1; and

WHEREAS, the Mayor and City Council find that it is in the best interest of the City and its residents to accept and approve the proposal from the Martin and Company Excavating and authorize up to $73,000 for additional work to be done at the awarded bid contract unit prices or to negotiate unit prices for other similar types of work adjacent to the project

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION TWO: The Mayor and City Council hereby accept and approve the proposal from Martin and Company Excavating in the amount of $374,069.16 for the 2025 N. 14th Street Storm Sewer improvements project - Phase 1. Furthermore, the City Manager or his designee is authorized to negotiate additional work or contract change orders to facilitate other improvements and upgrades to streets or other storm sewer system adjacent to this project, in an amount not to exceed $73,000.

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE: The City Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED this 27th day of October 2025.

ATTEST:

_____ _____

City Clerk Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE ACCEPTING THE PROPOSAL FROM MARTIN AND COMPANY EXCAVATING FOR THE 2025 N. 14TH STREET STORM SEWER IMPROVEMENTS - PHASE 1” which was adopted by the Mayor and City Council of the City of Rochelle on October 27, 2025.

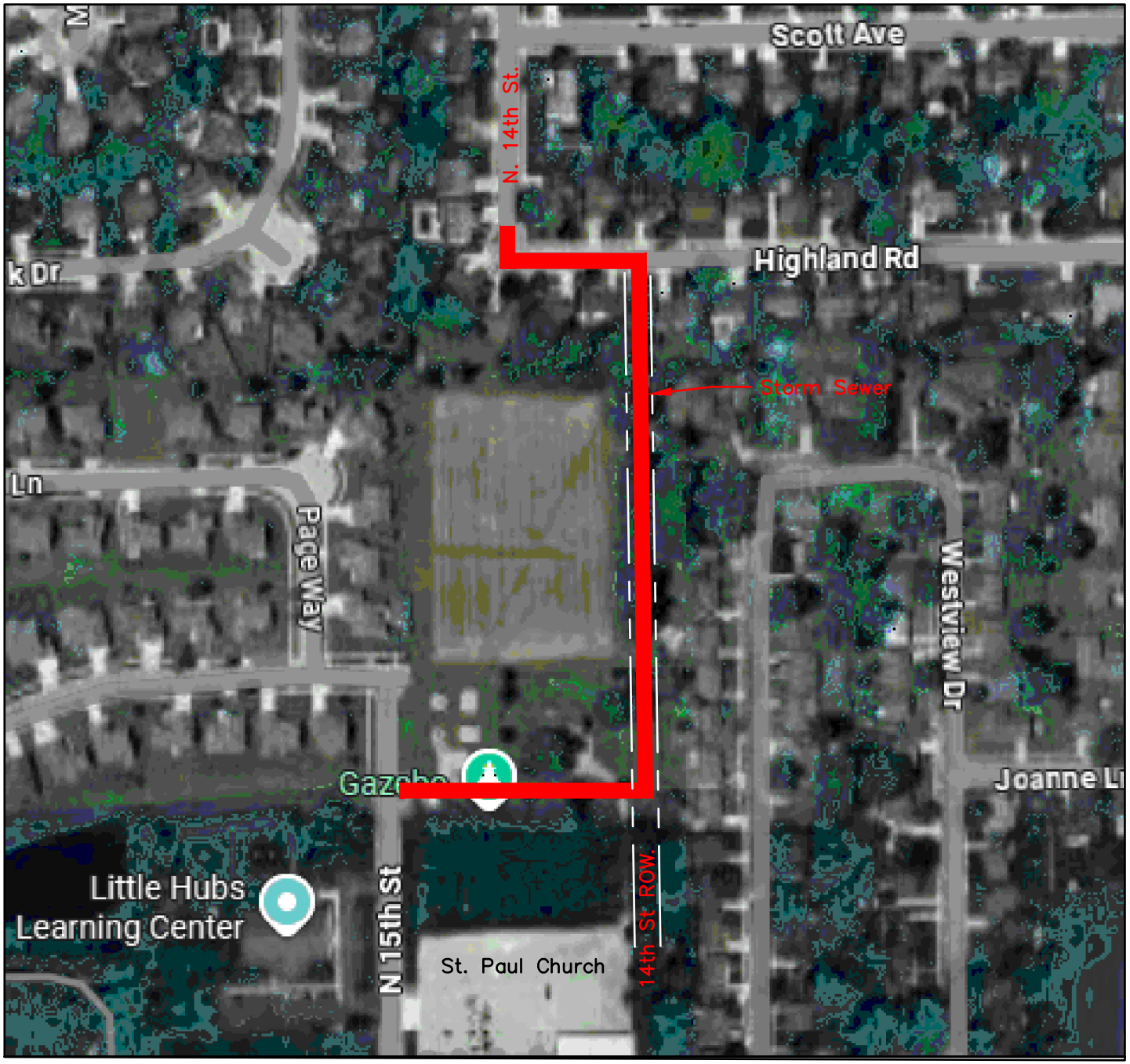
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 27th day of October 2025.

_____
CITY CLERK

City of Rochelle
2025 N. 14th St Storm Sewer Improvements
Bid Opening Checklist
Bid Opening: October 21, 2025 11:00am

Name	Hold Harmless Agreement	Affidavit of Non-Collusion	Bid Bond	Bid Proposal	Total Cost of Improvement
Martin & Company Excavating Oregon, IL	X	X	X	X	$374,069.16
O'Brien Civil Works Mt Morris, IL	X	X	X	X	$482,474.00
N-Trak Group Loves Park, IL	X	X	X	X	$497,562.80
DPI Construction Pecatonica, IL	X	X	X	X	$513,275.60
Elliott & Wood DeKalb, IL	X	X	X	X	$519,999.00
Everlast Blacktop Elgin, IL	X	X	X	X	$520,364.81
Northern Illinois Service Co Rockford, IL	X	X	X	X	$536,392.00
Fischer Excavating Freeport, IL	X	X	X	X	$557,389.80
PCE Plano, IL	X	X	X	X	$668,777.00
H Linden & Sons Plano, IL	X	X	X	X	$688,588.12
Twin Lakes Construction Urbana, IL	X	X	X	X	$797,654.00
Earthwerks Lisle, IL					No Bid
Curran Contracting DeKalb, IL					No Bid
Helm Civil Freeport, IL					No Bid
Stenstrom Excavation & Blacktop Rockford, IL					No Bid
Trine Construction St Charles, IL					No Bid

N. 14th Street Storm Sewer Improvements
Phase 1



Not to Scale