

RESOLUTION NO. R2025-__

A RESOLUTION WAIVING BIDDING AND APPROVING A CONTRACT WITH FRANK MARSHALL ELECTRIC MIDWEST, LLC FOR FOX HOLLOW LIFT STATION GENERATOR REPLACEMENT

WHEREAS, the City of Warrenville ("**City**") is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City has identified a need to procure services related to the design and installation of a replacement generator for the Fox Hollow Lift Station ("**New Generator**"); and

WHEREAS, Frank Marshall Electric Midwest, LLC ("**Frank Marshall**") has submitted a proposal to provide the New Generator in the not-to-exceed amount of \$61,387.00; and

WHEREAS, the City desires to enter into a contract with Frank Marshall for the New Generator at the price proposed ("**Contract**"); and

WHEREAS, in accordance with Section 1-8-4.B.6.a.3 of the Warrenville City Code ("**City Code**"), the Mayor and the City Council have determined that it is in the best interest of the City and the public to waive the bidding requirements set forth in the City Code and approve the Contract with Frank Marshall for the New Generator;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Waiver of Competitive Bidding. Pursuant to Section 1-8-4.B.6.a.3 of the City Code and the City's home rule authority, the City Council waives the requirement of competitive bidding for the provision of the New Generator.

SECTION 3: Approval of the Contract. The Contract with Frank Marshall for the New Generator in the not-to-exceed amount of \$61,387.00 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 4: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Contract upon receipt of an executed copy of the Contract from Frank Marshall.

SECTION 5: Change Orders. The City Administrator, or her designee, is authorized to execute one or more Change Orders to the Contract for additional Services for unforeseen items of work related to, or arising from other work contemplated by, the provision of the New Generator in an amount not to exceed \$15,000.00 of the original Contract price.

SECTION 6: Effective Date. This Resolution shall be in full force and effect following its passage and approval by a 2/3 majority of the City Council in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
CONTRACT

CITY OF WARRENVILLE

CONTRACT TO REPLACE FOX HOLLOW LIFT STATION GENERATOR

Full Name of Contractor Frank Marshall Electric Midwest, LLC ("Contractor")

Principal Office Address 1043 Oliver Avenue Aurora, Illinois 60506

Contact Person Adam Marshall Telephone Number 630-892-2942

TO: City of Warrenville ("Owner")
28W701 Stafford Place
Warrenville, Illinois 60555

Attention: Zach Jardine

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in Contract, including Attachment A, which is securely stapled to the end of this Contract.

1. **Work**

A. **Work.** Contractor proposes, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the design and installation of one new 100kw 240-volt 3 phase Kohler generator to replace the current generator located at Fox Hollow Lift Station, (collectively, the "Work Site");
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and

6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** Contractor agrees, that all Work shall be fully provided, performed, and completed in accordance with the proposal attached hereto and, by this reference, made a part of this Contract as ***Attachment A*** ("Proposal"). No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Contractor from those set forth in this Contract.

C. **Responsibility for Damage or Loss.** Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, any damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. **Inspection/Testing/Rejection.** Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

E. **Change Orders.**

1. Change Orders Generally. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Work provided, however, that any Change Order in an amount exceeding \$15,000 of the original Contract price must be approved by the City Council. The Change Order will be generally in the form attached to and by this reference incorporated into this Contract as Attachment B. The Consultant may request a Change Order based on a material change to the Services required as part of the Services. A Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Work.
2. Revision Notices. Within 10 business days after the date of a Change Order, and in any event before the Consultant begins work on any changed Work, the Consultant must notify the City in writing if the Consultant desires a revision to the Change Order. The Revision Notice must clearly state the Consultant's requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Change Order and the Change Order will be final.
3. No Change in Absence of Change Order. No claim for an adjustment in Compensation or project schedule will be made or allowed unless it is embodied in a Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or project schedule terms that has not been included, or fully included, in a Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Work for which an adjustment is desired. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Work under this Contract as determined by the City without interruption.

Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE (in writing): Sixty-one thousand three hundred and eighty-seven dollars and zero cents.

TOTAL CONTRACT PRICE (in figures):
\$61,387.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Contractor, its superintendents, or its office and engineering staff.

C. TIME OF PAYMENT

2. Contract Price

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

A lump sum payment of \$61,387.00 will be paid upon the completion, to the City's satisfaction, of all Work.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

Contractor shall commence the Work immediately upon receipt of written notice from the City that this Contract has been fully executed by the Parties provided Contractor shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contractor shall perform the Work diligently and continuously and shall complete the Work not later than December 30, 2025.

4. Financial Assurance

A. Bonds. Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract.

B. Insurance. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below prior to the Commencement Date. Such policies shall be in form, and from companies, acceptable to Owner and shall name Owner, its elected and appointed officials, officers, employees, agents, attorneys, consultants and representatives as additional insureds. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000	each
accident-injury	
\$1,000,000	each
employee-disease	
\$1,000,000	disease-
policy	

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. Contractor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

D. Penalties. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Contractor's Representations and Warranties

In order to induce Owner to accept this Contract, Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Contractor, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two months after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of two months from the date of such repair or replacement. The time period established in this Section 5A relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring

affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). The prevailing rate of wages, in effect as of the date of this Contract, is ascertained by the Illinois Department of Labor and posted on their website. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including, but not limited to, all wage, notice, and recordkeeping duties and certified payrolls.

D. Not Barred. Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

E. Patriot Act Compliance. The Contractor represents and warrants to the Owner that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Owner that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its corporate authorities, and all Owner elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

F. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

6. **Acknowledgements**

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Binding Effect. Contractor shall be bound by each and every term, condition, or provision contained in this Contract.

C. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

D. Time. Time is of the essence in the performance of all terms and conditions of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

F. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby, and the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and interest of this Contract to the greatest extent permitted by applicable law.

G. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until it is reduced to writing and

executed and delivered by Owner and Contractor, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.

I. Governing Law. This Contract, and the rights of the parties under this Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

DATED this _____ day of _____, 20__.
CITY OF WARRENVILLE

By: _____
City Administrator

FRANK MARSHALL ELECTRIC MIDWEST, LLC

By: _____

Its: _____

ATTEST/WITNESS

By: _____

Its: _____

ATTACHMENT A
PROPOSAL

FRANK MARSHALL ELECTRIC

QUOTE # CATERPIAR 80KW

WARRENVILLE ALTORFER CATERPIAR

Qty	Description	Unit Price	Extended Price	Line total
	Fox Hollow			
1	New 100 kw 240 volt 3 phase generator with a 6.2L natural gas engine. 1 year, 2 limited warranty. Please see attached submittal for all specs on unit. NO SPECS PROVIDED	38,036		ALTORFER
1	New natural gas regulator and piping	3990.00		ARTUP
1	Crane service to remove and place new generator unit	1300.00		SCHROEDER
1	(LOAD BANK AND STARTUP) 240v, 3 phase 260 amp Transfer switch	4365		ALTORFER
1	COPPER XALW 3/0 Installation, 200' of cable, removal and installation of transfer switch, startup with 2-hour load bank test and onsite training with customer.	1693.00		MATCH EXISTING
***	Any freight will be prepaid by ?	DNA	INCLUDED	
	RIBBING UNIT	450.00		REED MACHINERY
	INSTALL & DEMO OF GEN SETS FINE	11553.00		
		61387.00	Subtotal	
			Sales Tax	N/A
			Total	61,387.00

CONCRETE PAD EXTENSION FBO.

Gene C. Anderson
 BRUCE ANDERSON
 FRANK MARSHALL ELECTRIC

FRANK MARSHALL ELECTRIC

QUOTE # REALKO (KOHLER) 80KW

WARRENVILLE BUCKEYE POWER SALES

Qty	Description	Unit Price	Extended Price	Line total
	Fox Hollow			
1	New 400 ⁸⁰ kw 240 volt 3 phase generator with a 6.2L natural gas engine. 1 year, 2 limited warranty. Please see attached submittal for all specs on unit. NO SPECS PROVIDED		27290.00	KOHLER
1	New natural gas regulator and piping		3990.00	ARTUP
1	Crane service to remove and place new generator unit		1300.00	SCHROEDER
1	240v, 3 phase 260 amp Transfer switch		2615.00	KOHLER
1	COPPER XLHW 3/0 Installation, 200' of cable, removal and installation of transfer switch, startup with 2-hour load bank test and onsite training with customer.		1693.00	MATCH EXISTING
***	Any freight will be prepaid by? F.M.E.		3000.00	
	RIBBING UNIT		450.00	REB MACHINERY
	Estimate is valid for 30 days LOAD BANK & START-UP		3145.00	KOHLER
	INSTALL & DEMO OF GEN SETS FINE		11533.00	
			54986.00	
			Subtotal	
			Sales Tax	N/A
			Total	54,986.00

CONCRETE PAD EXTENSION F.B.O.


 BRUCE ANDERSON
 FRANK MARSHALL ELECTRIC

EXHIBIT B

CHANGE ORDER NO. _____

In accordance with Section 1.E of the Agreement dated _____, 20____ between the City of Warrenville (the "City") and Midwest Power Industry, INC. (the "Consultant"), the Parties agree to the following Change Order No. ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE AGREEMENT REMAIN UNCHANGED**

CITY OF WARRENVILLE

REPLACE FOX HOLLOW LIFT STATION GENERATOR

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **Frank Marshall Electric Midwest, LLC** ("Contractor") as Principal, hereinafter called Contractor, and **Frank Marshall Electric Midwest, LLC** ("**Contractor**"), as Surety, a corporation organized and existing under the laws of the State of **[INSERT STATE]**, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called Owner, in the full and just sum of Sixty-one thousand three hundred eighty-seven dollars and zero cents (\$61,387.00), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated as of the 16th day of June 2025 with Owner entitled "Contract to Replace Fox Hollow Lift Station Generator" Between City of Warrenville and Frank Marshall Electric Midwest, LLC ("Contractor") the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the necessary for the replacement of the generator at the Fox Hollow Lift Station; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of

Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this _____ day of _____, 20__.

Attest/Witness:
By: _____

Title: _____

Attest/Witness:
By: _____

Title: _____

PRINCIPAL: _____
By: _____
[INSERT NAME]

Title: President

SURETY: **[INSERT COMPANY NAME]**
By: _____

Title: _____

Telephone: _____

CITY OF WARRENVILLE

REPLACE FOX HOLLOW LIFT STATION GENERATOR

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that **Frank Marshall Electric Midwest, LLC (“Contractor”)** as Principal, hereinafter called Contractor, and **Frank Marshall Electric Midwest, LLC (“Contractor”)** as Surety, a corporation organized and existing under the laws of the State of **[ILLINOIS]**, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of Sixty-one thousand three hundred eighty-seven dollars and zero cents (\$61,387.00), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney’s fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated as of the 16th day of June, 2025, with Owner entitled “Contract to Replace Fox Hollow Lift Station Generator” Between City of Warrenville and **Frank Marshall Electric Midwest, LLC (“Contractor”)**, the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor’s obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the replacement of the generator at the Fox Hollow Lift Station; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the “Work,” whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, §§ 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of

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payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this _____ day of _____, 20__.

Attest/Witness:

By: _____

Title: _____

Attest/Witness:

By: _____

Title: _____

PRINCIPAL:

By: _____
[INSERT NAME]

Title: President

SURETY: **[INSERT COMPANY NAME]**

By: _____

Title: _____

Telephone: _____