

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____ (“Effective Date”), for the (Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Utility Dynamics Corporation (“Bidder”), located at 23 Commerce Drive Oswego, IL 60543.

WHEREAS, the City issued an Invitation to Bid (“ITB”) on December 3, 2025 for the Electrical Services; and

WHEREAS, the Bidder submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City awarded a contract to Bidder, _____.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents.

The Agreement shall be deemed to include this document, Bidder’s response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 25-226.

In connection with the ITB and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services.

Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1.

3. Term.

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

CITY OF AURORA, ILLINOIS

(Contractor)
Utility Dynamics Corporation

SIGNATURE

Jolene Coulter

FULL NAME

SIGNATURE

Joseph B. Spencer

FULL NAME

DATE SIGNED

Director of Purchasing

TITLE

12/18/2025

DATE SIGNED

President

TITLE

CITY OF AURORA
ELECTRICAL SERVICES
EXHIBIT 1

(INVITATION TO BID 25-226)



City of Aurora, IL

ELECTRICAL SERVICES

25-226

RELEASE DATE: December 3, 2025

DEADLINE FOR QUESTIONS: December 11, 2025

RESPONSE DEADLINE: December 19, 2025, 11:00 am

Please refer to the project timeline in this document for all important deadlines.

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/aurorail>

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INSTRUCTIONS TO BIDDERS

1. SUMMARY

The City of Aurora, IL is seeking qualified contractors to provide unit pricing for electrical services including, but not limited to: maintaining, replacing, installing and/or repairing street light poles, lamps, photo cells, ballasts, directional boring new conduit/duct for wiring, and repairing/replacing broken concrete foundations.

2. TIMELINE

Release Project Date:	December 3, 2025
Question Submission Deadline:	December 11, 2025, 11:00am
Response Submission Deadline:	December 19, 2025, 11:00am

3. ACCEPTANCE OF BID PROPOSALS

a. Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.**

b. Bids may be received up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. All bids shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.

c. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids through the City's E Procurement System. Bids shall be filled out legibly in ink or type-written with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a Bid. Name of person signing should be typed or printed below the signature.

d. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the

City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.

e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the Bid and execute the Work should the Bid be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Bid.

The Bid will be awarded to the lowest responsive responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

4. RECEIPT OF BID PROPOSALS

1. **Bids must be submitted electronically**, up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
2. **Bids must be submitted electronically via the City's E Procurement System. There will be no exceptions!**

5. WITHDRAWAL OF BID PROPOSALS

Bids may be withdrawn prior to the deadline for submitting bid proposals through the City's E Procurement System, the responding bidder may "un-submit" their proposal in OpenGov. After withdrawing a previously submitted proposal, the responding bidder may submit another proposal at any time up to the deadline for submitting bid proposals prior to the opening.

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid must be in writing and properly signed. No bid proposal will be opened or accepted, which is received after the time and date scheduled for the Bid Proposals to be received.

6. AWARD

It is the intent of the City to award the bid to the lowest responsive responsible bidder meeting specifications. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

If the Bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the bid, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

7. PRICES

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the purchase.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern.

8. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

9. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

10. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

11. SIGNATURES

Bid Proposals must be signed by the Bidder with his/her usual signature. Bid Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bid Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter.

When a corporation submits a Bid Proposal, its agent must present legal evidence that he has lawful authority to sign said Bid Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any Bid is executed that it is authorized to do business in the State of Illinois. Bidders by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, along with the corporate seal. The corporate address and state of incorporation must be shown below the signature. Bid Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid Proposal forms shall be initialed by the person signing the Bid Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

12. DEMONSTRATIONS

Bidders are required, if requested to do so, to affect a demonstration of the item(s) being Bid if the City feels it has insufficient knowledge of the item's operations or performance capability. Such demonstration must be at a site which is most convenient and agreeable to the effected City personnel.

13. REFERENCES

Sufficient references of all like public and/or private agencies must be submitted in the Vendor Submission section. Listing must include company name, contact person, telephone number and date purchased. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

14. ELIGIBILITY

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this Bid as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

15. DATA

Complete and detailed brochures and vehicles, equipment, materials, goods, supplies and/or services to be furnished must be included with each Bid.

16. QUESTIONS

Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid, up to, but **no later than the designated date and time as specified via the City's E Procurement System, OpenGov.** All answers to inquiries will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted.

No questions will be accepted or answered verbally.

No questions will be accepted or answered after the cut-off date/time.

It is the responsibility of the interested bidder to ensure they have received addenda, if any issued.

17. Illinois Freedom of Information Act

Illinois Freedom of Information Act. The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

GENERAL REQUIREMENTS

1. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Bid Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

2. CITY'S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the bid proposal and Bid in conjunction thereto.

3. BONDS AND INSURANCE

The Bidder will be required to furnish a Performance and Payment Bond in the amount of \$75,000, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

The Bidder awarded the project will need to provide performance and payment bonds for one year with a letter attached from the bond company certifying that the bond may be automatically renewed for the second year.

The term Payment Bond shall be understood to mean the bond executed by the Bidder and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

The term Performance Bond shall be understood to mean the bond, executed by the contractor and his surety, guaranteeing complete execution of the contract.

The Bidder will be required to furnish a Public Liability Insurance and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract.

The City of Aurora, by showing and substantiating sufficient proof of incompetence, negligence, poor or substandard workmanship which would cause unwarranted damage or deterioration of either premises, contents or appendages, reserves the right to terminate said Contractor without recourse from the City by successful Contractor.

Bidder must have an electrical license for working within the right-of-way with the City of Aurora Public Works Department at time of bid proposal submittal.

4. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a bid proposal is responsible for examining the complete Invitation to Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the Bid, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to submitting the bid proposal. The submission of a bid proposal shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Invitation to Bid documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its bid proposal for all contingencies.

5. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required. The City may, at its option, disqualify a Bidder and reject his bid proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

Evidence of collusion among Bidders.

- Receipt of more than one bid proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Bid.
- Unreasonable failure to complete a previous Bid within the specified time or for being in arrears on an existing Bid without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- **Any Bidder who owes the city money may be disqualified at the City's discretion.**

6. ALTERNATE PROPOSALS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so by submitting all inquiries via the City's E Procurement System, OpenGov, but all specification deviations must be clearly stated. Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid via the City's E Procurement System by the designated date and time. All answers to inquiries, including requests for alternates or substitutions, will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the interested bidder to ensure they have received addendum, if any issued. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. The Purchasing Director will reject all deviations that amount to material nonconformity with the specifications of the Bid Proposal.

7. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et. seq.) upon receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

Invoices MUST contain the Purchase Order Number, as issued by the City.

The successful Bidder shall submit invoices via e-mail to:

PurchasingDL@aurora.il.us

or Mail to the following address:

City of Aurora

Attn: Purchasing Division

44 E. Downer Place

Aurora, IL 60507

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!*

8. DEFAULT

Time is of the essence of this bid and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Bid by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

9. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.

10. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with,

the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

11. CANCELLATION

The City reserves the right to cancel the whole or any part of the Bid if the Bidder fails to perform any of the provisions in the Bid or fails to make delivery within the time stated. The Bidder will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

12. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

13. PATENT

The successful Bidder agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the Work covered by the contract.

14. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This Bid shall be governed by and construed according to the laws of the State of Illinois.

15. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this Bid, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Bid, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Bid will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

16. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Bid, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered

therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way shall the City be considered a joint employer of same under any circumstance.

17. PERSONNEL AND EQUIPMENT

The Bidder shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Bidder shall provide identification of its personnel if requested by the City.

Any Bidder's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the Bidder's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the Bidder, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Bid.

18. LOCAL BIDDER PREFERENCE

O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

19. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Bidders and encourages the successful Bid Bidder to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

20. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the Bid as specified in the specifications after the execution and acceptance of the Bid, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the Bid.

21. TIME

Bidder shall schedule its Work to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, Bidders and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused

by City, its agents, employees, Bidder or subcontractors. Bidder's sole remedy for delay shall be an extension in the Bid time.

22. SPECIAL CONDITIONS

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

23. REGULATORY COMPLIANCE

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Safety Data Sheet(s)" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

24. PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Bidder except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Bidder for the cost and expenses thereof which bills shall be paid by the Bidder without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Bidder for the payment thereof.

25. RESPONSIBLE BIDDER

Section 2-331(5) of the Aurora City Code requires that bidders for city contracts in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training to be considered a responsible bidder. A bidder must affirm such participation in the Bidder's Certification submitted with any bid. Furthermore, **the bidder must submit a copy of each applicable program registration certificate with his/her bid.**

26. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

27. GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

28. CONTRACT

The successful Bidder will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within five (5) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Bidder to execute the contract within five (5) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Bid.

SCOPE OF WORK

1. Scope of Work

The Contractor's shall provide electrical services to maintaining, replacing and/or installing street light poles, lamps, photo cells, ballasts, fuses, starters, lenses and other appurtenances as well as repairing or directional boring new conduit/duct for wiring and repairing or replacing broken concrete foundations.

In the absence of the City Electrical Division's supplies and materials on hand as needed, the City reserves the right to have the contractor furnish said supplies and materials as necessary to be reimbursed by the City

Repair or directional bore of new feed wires, and repair or replacement of broken concrete foundations shall be performed at the bidders submitted unit price which shall include all labor, materials, and equipment necessary to complete this work. The extent of all repairs shall be determined by the Electrical Supervisor or a designee of the Electrical Division

The Contractor assures the City that all employees performing electrical services have all required training and licenses, as prescribed by law, for said services. The Contractor further agrees to abide by all State of Illinois procedures for rendering electrical services.

Services shall be provided by the Contractors within 48 hours of notification from the Supervisor of the Electrical Division. The Contractor shall provide a 24 hour telephone number or pager, with a ten minute response answer, to the Supervisor of the Electrical Division.

All Contractors selected and designated to provide electrical services shall be listed on a roster to be kept by the Electrical Division. The maximum number of Contractors on said roster shall not exceed twelve (12) at any one time. Contractors shall be utilized in a rotation fashion based on lowest responsible bids prices. Failure to respond in the required ten minute response time will result in the assignment being issued to the next Contractor listed on the roster.

Equipment

The Contractor in the course of performing electrical services shall furnish and maintain their own equipment of which value shall be included in the proposed net hourly price or unit price submitted.

In the absence of the City Electrical Division's supplies and materials on hand as needed, the City reserves the right to have the contractor furnish said supplies and materials as necessary to be reimbursed by the City.

This contract shall be for the period of one (1) year beginning January 1, 2026 with the optional two (2) one (1) year extensions (2027 and 2028) based on mutual agreement between the bidder and the City of Aurora.

2. Special Provisions

Net Hourly Rate

The net hourly rate will be applicable to all replacement work including broken/damaged poles, lamps, photo cells, fuses ballasts, starters, etc. and shall consist of providing all equipment and labor to complete the work for any scope and location (vehicles, equipment, Foreman, Journeyman, etc.). If any given request requires considerably more equipment or manpower than typical work requests, the contractor may request, and the City will consider, additional compensation.

There is no minimum request duration as some requests may only require an hour or two to complete. Only time onsite will be eligible to be billed at the net hourly rate. Travel time will not be billable.

Materials will be provided by the City Electrical Division at 2185 Liberty Street, Aurora, IL 60502. All parts and poles replaced will be returned to the same location for scrapping.

The net hourly rate will not apply to directional boring unit duct or concrete foundations as this is inclusive to the unit price of said items

Directional Boring

The work shall consist of furnishing and installing raceways, electric cable in unit duct, fittings and accessories, the raceway will be bored and in accordance with section 816 of the IDOT Standard Specifications for Road and Bridge Construction and as stated herein.

The Contractor will meet with the Electrical Division Supervisor prior to the start of the project to determine the location of the raceways.

- The Contractor will install a 1” diameter unit duct with two (2) conductor #6 cable. The contractor will install the unit duct in the conduit installed as part of the electric service connection. The contractor will strip the unit duct and leave the insulated conductor undisturbed and coiled on the pole as stated in the Electric Service Connection specification. In the case where two or more circuits are going to the same electric service connection the contractor will place a composite handhole and strip of the unit duct and run the undisturbed insulated conductors into the conduit installed for the electric service connection.
- This work will be measured for payment in lineal feet in place. Measurements will be made in straight lines between changes in direction and to the center of light standards. This work will be paid for at the contract unit price per lineal foot for Directional Boring and shall include all material, equipment and labor required to complete the work as stated herein (regardless of the length of the bore requested). The unit price shall also include any required test pits, exploratory excavations, peep holes, etc. required for the requested location (back yards, right-of-way, etc.). If any given request requires considerably more preliminary exploration than typical work requests, the contractor may request, and the City will consider, additional compensation. The net hourly rate item in this contract is not applicable to this item.

Concrete Foundations

This work shall consist of supplying and installing a round, cylindrical, Portland cement concrete base twenty-four inch (24”) in diameter and nominally forty-eight inches (48”) deep.

- The Portland cement concrete shall comply with Illinois Department of Transportation class SI.

- The Portland cement concrete foundation shall be placed such that no more than two inches (2”) shall remain above existing finish grade.
- This item shall be paid for at the contract unit price each for Concrete Foundation which shall include all material, equipment, and labor required to install and complete the work as specified herein (including all charges associated with minimum loads and spoil disposal). If the work requested requires atypical load sizes or substantial spoil disposal, the contractor may request, and the City will consider, additional compensation.
- The net hourly rate item in this contract is not applicable to this item.

License Documentation

Bidder must be registered with the City Public Works Department at the time of bid proposal submittal.

Bidder must have an electrical license for working within the right-of-way with the City of Aurora Public Works Department at time of bid proposal submittal.

PRICING TABLE

All bid prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base bid price will be accepted without written approval of the Director of Purchasing.

ELECTRICAL SERVICES FOR 2026

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Net Hourly Rate	1	Per Hour		
2	Directional Boring	1	Per LF of Duct		
3	Concrete Foundations	1	Each		
TOTAL					

ELECTRICAL SERVICES FOR 2027

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Net Hourly Rate	1	Per Hour		
5	Directional Boring	1	Per LF of Duct		
6	Concrete Foundations	1	Each		
TOTAL					

ELECTRICAL SERVICES FOR 2028

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Net Hourly Rate	1	Per Hour		
8	Directional Boring	1	Per LF of Duct		

Invitation For Bid #25-226
Title: Electrical Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	Concrete Foundations	1	Each		
TOTAL					

VENDOR SUBMISSIONS

1. Electrical License Documentation *

Bidder must have an electrical license for working within the right-of-way with the City of Aurora Public Works Department at time of bid proposal submittal.

*Response required

2. City Public Works Department Registration*

Please upload registration with the City Public Works Department

*Response required

3. Contact Information*

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

*Response required

4. References*

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

*Response required

5. Sub-Contractor List*

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

*Response required

6. Eligibility*

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Please confirm

*Response required

7. Bidder's Tax Certification*

The Bidder's Executing Officer, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

Please confirm

*Response required

8. Bidder's Certification*

I/We hereby certify that:

A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.

B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.

C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).

D. As applicable, I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.

E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.

F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.

G. As applicable, I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

Please confirm

*Response required

9. Apprenticeship or Training Program Certification*

Please download the below documents, complete, and upload.

- [Aurora Training Program Cer...](#)

*Response required

10. Union/Apprenticeship Requested Documentation*

Please provide verification letter like sample attached.

- [Apprenticeship Program Lett...](#)

*Response required

11. Local Vendor Preference Application*

Please download the below documents, complete, and upload.

- [COA 2024 Local Preference V...](#)

*Response required

12. Standard City of Aurora Contract*

Please download the below documents, complete, and upload.

- [Sample Standard Contract IT...](#)

*Response required

13. Additional Information



QUESTION & ANSWER REPORT

ITB No. 25-226

Electrical Services

RESPONSE DEADLINE: December 19, 2025 at 11:00 am

Friday, January 16, 2026

Approved, Answers Provided

1. No subject

Dec 3, 2025 11:10 AM

Question: As noted in the hourly rate description, this rate is to be loaded with all equipment needed. In the past crane trucks, bucket trucks, dump trucks, service trucks, mini excavators, trenchers, arrow boards, traffic control, hydro-vac systems, pavement saws, etc. have been required. The mobilization to and from the site with needed equipment will or will not be compensated?

Dec 3, 2025 11:10 AM

Answered: Only time onsite will be eligible to be billed at the net hourly rate. Mobilization and/or travel time will not be billable.

Dec 8, 2025 2:17 PM

2. No subject

Dec 3, 2025 11:11 AM

Question: As noted the hourly rate is for reimbursement for on the project time. Is mobilization and demobilization paid for?

Dec 3, 2025 11:11 AM

Answered: Only time onsite will be eligible to be billed at the net hourly rate. Mobilization/demobilization and/or travel time will not be billable.

Dec 8, 2025 2:17 PM

3. No subject

Dec 3, 2025 11:11 AM

Question: Prior to mobilizing for a project, a site visit is often needed to familiarize ourselves with the project. Are these meetings reimbursable with the hourly rate?

Dec 3, 2025 11:11 AM

Answered: Considering the relatively routine nature of the majority of the work to be requested under this contract, most preliminary site/scoping visits will be short and therefore will not be eligible to be billed at the hourly rate. In the event that any particular task requires an atypical amount of investigation or preparation, the City will review and consider (but not guarantee payment for) individual requests for reimbursement of this time.

Dec 8, 2025 2:17 PM

4. No subject

Dec 3, 2025 11:12 AM

Question: Directional boring is invoiced at a per foot price, the description states that the payment is per foot loaded with all costs associated with. Who is responsible if the 2-#6 USE cables are stolen before Aurora terminates?

Dec 3, 2025 11:12 AM

Answered: In the event that materials are stolen prior to City termination/activation, the contractor may submit a request for reimbursement to replace the materials. Such a request must include proper documentation/proof of installation (i.e. time stamped pictures, verification/approval by City Electrical staff) in order to be considered for reimbursement.

Dec 8, 2025 2:17 PM

5. No subject

Dec 3, 2025 11:13 AM

Question: The concrete foundation unit does not address the spoils and subsequent testing of spoil. How is this compensated?

Dec 3, 2025 11:13 AM

Answered: There will be no additional compensation provided to the contractor for excavation spoils. The contractor will be allowed to bring all spoils to the City Public Works Facility at 2100 E. New York Street for disposal at no cost or make other arrangements at no cost or obligation to the City.

Dec 8, 2025 2:17 PM

6. No subject

Dec 3, 2025 11:14 AM

Question: Historically, Aurora will ask for proposals to perform specific projects utilizing the units of this contract. If the man hours exceed the estimate will Aurora allow the higher invoice & vice versa, if the contractor beats the estimate, will Aurora seek a lower invoice?

Dec 3, 2025 11:14 AM

Answered: The quote provided to the City must be honored under most circumstances. If, during the course of construction, the contractor identifies previously unanticipated changes to the scope, such changes must be approved in writing prior to performance in order to be considered for additional compensation by the City.

Dec 8, 2025 2:17 PM

7. No subject

Dec 10, 2025 8:12 AM

Question: 1. On the expiring contract, which contractor was it awarded to (assuming Utility Dynamics Corporation)? 2. On the expiring contract, what were the unit items, descriptions and quantities paid by the City of Aurora through 06/30/2025? 3. How will the new bid total pricing be evaluated – the total across all 3 years; 2026, 2027 and 2028?

Dec 10, 2025 8:12 AM

Answered: 1. The previous contract was awarded to Utility Dynamics. 2. Please see addendum for previous bid tabulation. Items were Net Hourly Rate, Directional Borings and Concrete Foundations. The department does not track quantities paid for each item. 3. Lowest unit rate provided for 2026 will receive award. The awarded contractor will be asked to honor pricing for 2027 and then asked again for 2028 upon mutual consent.

Dec 11, 2025 11:37 AM

State of Illinois
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

CITY OF AURORA
ELECTRICAL SERVICES

EXHIBIT 2

(BID PROPOSAL FORM 25-226)



City of Aurora, IL
Purchasing
Jolene Coulter, Director of Purchasing
44 E Downer Place, Aurora, IL 60502

[UTILITY DYNAMICS CORPORATION] RESPONSE DOCUMENT REPORT

ITB No. 25-226

Electrical Services

RESPONSE DEADLINE: December 19, 2025 at 11:00 am

Report Generated: Friday, January 16, 2026

Utility Dynamics Corporation Response

CONTACT INFORMATION

Company:

Utility Dynamics Corporation

Email:

cmaday@utilitydynamicscorp.com

Contact:

Joseph Spencer

Address:

23 Commerce Drive
Oswego, IL 60543

Phone:

N/A

Website:

N/A

Submission Date:

Dec 19, 2025 7:55 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Dec 18, 2025 4:42 PM by CHRISTIE MADAY

QUESTIONNAIRE

1. Electrical License Documentation *

Pass

Bidder must have an electrical license for working within the right-of-way with the City of Aurora Public Works Department at time of bid proposal submittal.

Aurora-_Electrical_license.pdf

2. City Public Works Department Registration*

Pass

Please upload registration with the City Public Works Department

Aurora-Public_Works_license.pdf

3. Contact Information*

Pass

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

Contact_Information.pdf

4. References*

Pass

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

City of Aurora- 44 East Downer Place, Aurora, IL 60507- Joe Schag (630)256-3550- 2013- Current

Village of Montgomery- 991 Nell Rd., Montgomery, IL 60538- Shawn Murphy (630)947-6174- 2016- Current

Village of Sugar Grove- 601 Heartland Dr, Sugar Grove, IL 60554- Bryan Beach (630)391-7230- 2015- Current

5. Sub-Contractor List*

Pass

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

NONE

6. Eligibility*

Pass

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Confirmed

7. Bidder's Tax Certification*

Pass

The Bidder's Executing Officer, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

Confirmed

8. Bidder's Certification*

Pass

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. As applicable, I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.

F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of “bid rigging” or “bid rotating” of any state or the United States.

G. As applicable, I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

Confirmed

9. Apprenticeship or Training Program Certification*

Pass

Please download the below documents, complete, and upload.

- [Aurora Training Program Cer...](#)

Aurora_Training_Program_Cert.pdf

10. Union/Apprenticeship Requested Documentation*

Pass

Please provide verification letter like sample attached.

- [Apprenticeship Program Lett...](#)

Apprenticeship_Ltr.pdf

11. Local Vendor Preference Application*

Pass

Please download the below documents, complete, and upload.

- [COA 2024 Local Preference V...](#)

City_of_Aurora_Local_Vendor.pdf

12. Standard City of Aurora Contract*

Pass

Please download the below documents, complete, and upload.

- [Sample Standard Contract IT...](#)

City_of_Aurora_Agreement.pdf

13. Additional Information

No response submitted

PRICE TABLES

ELECTRICAL SERVICES FOR 2026

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Net Hourly Rate	1	Per Hour	\$190.00	\$190.00
2	Directional Boring	1	Per LF of Duct	\$22.00	\$22.00
3	Concrete Foundations	1	Each	\$600.00	\$600.00
TOTAL					\$812.00

ELECTRICAL SERVICES FOR 2027

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Net Hourly Rate	1	Per Hour	\$210.00	\$210.00
5	Directional Boring	1	Per LF of Duct	\$25.00	\$25.00
6	Concrete Foundations	1	Each	\$700.00	\$700.00
TOTAL					\$935.00

ELECTRICAL SERVICES FOR 2028

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Net Hourly Rate	1	Per Hour	\$220.00	\$220.00
8	Directional Boring	1	Per LF of Duct	\$28.00	\$28.00
9	Concrete Foundations	1	Each	\$800.00	\$800.00
TOTAL					\$1,048.00

License No: CNTR2019-00570
Licensee Name: UTILITY DYNAMICS CORPORATION
Type: ELECTRICAL CONTRACTOR
SubType: UNLIMITED
Type of Ownership
Status: ACTIVE
Issued: 10/21/2019
License Expire: 10/21/2020
Applied: 10/21/2019

License No: PWCN-40319
Licensee Name: UTILITY DYNAMICS CORPORATION
Type: PUBLIC WORKS RIGHT OF WAY CONTRACTOR
SubType: GENERAL
Type of Ownership: CORPORATION
Status: ACTIVE
Issued: 3/6/2025
License Expire: 2/28/2026
Applied: 3/6/2025

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: (630)554-1722

To place an order:

Name: Joseph B. Spencer
Ph: (630)554-1722 Fax: (630)554-1195
E-mail: contact@utilitydynamicscorp.com

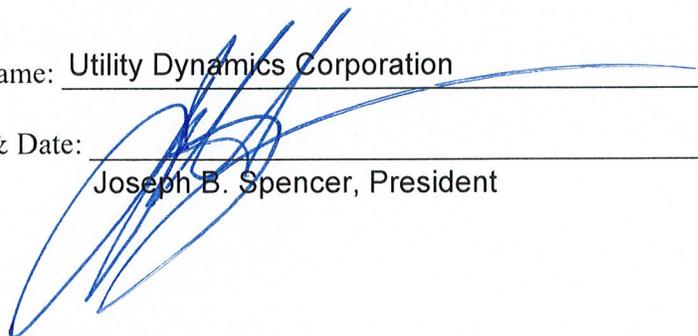
Billing & Invoicing questions:

Name: Christie Maday
Ph: (630)554-1722 Fax: (630)554-1195
E-mail: cmaday@utilitydynamicscorp.com

Questions:

Name: Joseph B. Spencer
Ph: (630)554-1722 Fax: (630)554-1195
E-mail: contact@utilitydynamicscorp.com

Bidder's Name: Utility Dynamics Corporation

Signature & Date:  12/19/2025

Joseph B. Spencer, President

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

American Line Builders Area Joint Apprenticeship and Training Committee

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: Utility Dynamics Corporation
23 Commerce Drive
Address: Oswego, IL 60543

By: Joseph B. Spencer (Signature)
Title President



13300 IL RT 47
Huntley IL 60142

International Brotherhood of Electrical Workers

Local Union 196

Derek Luetgert
Business Manager/ Financial Secretary

lbew196.com

December 11, 2025

Utility Dynamics Corporation
23 Commerce Dr
Oswego IL 60543

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor Certification that you requested recently.

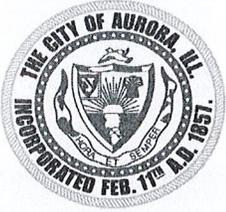
You may also use this letter as verification that Utility Dynamics Corp. is indeed signatory to IBEW Local 196 and contributes to American Line Builders Joint Apprenticeship & Training and their active account is current.

Should you require anything further, please do not hesitate to contact me.

Fraternally,

Derek Luetgert
Business Manager

DL/jm



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: 12/18/2025
- 2) Name of Business: Utility Dynamics Corporation
- 3) Address of Local Office: 23 Commerce Drive
- 4) City, State, Zip: Oswego, IL 60543
- 5) Company's Web Address: _____
- 6) Phone: 630-554-1722 Fax: 630-554-1195
- 7) County your Local Business is Located In: Kendall

Submitted By (Signature): _____

Print Name and Title: Joseph B. Spencer, President

Email Address: contact@utilitydynamicscorp.com

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
 - a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____



City of Aurora Development Services Dept.
 Development Services Administration 1st Floor
 77 S. Broadway
 Aurora, IL 60505

City of Aurora



Phone: (630) 256-3770 or (630) 256-3130 | [Web: www.aurora-il.org](http://www.aurora-il.org)

Development Services License

UTILITY DYNAMICS CORPORATION
 23 COMMERCE DR

 OSWEGO, IL 60543

Location 23 COMMERCE DR
License Type ELECTRICAL CONTRACTOR
 UNLIMITED
City of Aurora License # CNTR-01772
Business Name UTILITY DYNAMICS CORPORATION
Business Phone 6305541722
 Contact@utilitydynamicscorp.com; Cmaday@utilitydynamicscorp.com

Thank you for licensing your business with the City of Aurora. We sincerely hope you feel your experience with our licensing program and processing was the best in the region. Please ensure that any required inspections are called so as not to jeopardize your future renewals. The City of Aurora - Development Services department looks forward to serving you. Please take our Customer Satisfaction Survey https://www.surveymonkey.com/r/COA_RentalLicenseApplication



City of Aurora
 77 S. Broadway
 Aurora IL 60505

MUNICIPAL LICENSE ELECTRICAL CONTRACTOR
 License #: **CNTR-01772** UNLIMITED
 Keep Posted in Public View, Non-Transferable **23 COMMERCE DR**

Under the Municipal Code of the City of Aurora, this certificate when properly validated affirms that the appropriate License Fee, or other indicated fee, has been paid

License Details	Licensed Business Name	License Number
DBA if Any UTILITY DYNAMICS CORPORATION Classification Ownership Type State Registration# Parcel ID #: ANYWHERE	UTILITY DYNAMICS CORPORATION 23 COMMERCE DR OSWEGO, IL 60543 Ph: 6305541722 Alt Ph: Email: cmaday@utilitydynamicscorp.com Owner 6305541722 JOSEPH B SPENCER 23 COMMERCE DR FAX #630-554-1195 OSWEGO, IL 60543 Email:contact@utilitydynamicscorp.com	CNTR-01772 Issued Date 1/7/2026 Valid To Date 1/7/2027 Fees are to be Paid Annually
		Development Services Admin City of Aurora IL



City of Aurora
 77 S. Broadway
 Aurora IL 60505

MUNICIPAL LICENSE ELECTRICAL CONTRACTOR
 License #: **CNTR-01772** UNLIMITED
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		Development Services Admin City of Aurora IL



City of Aurora Development Services Dept.
 Development Services Administration 1st Floor
 77 S. Broadway
 Aurora, IL 60505

City of Aurora



Phone: (630) 256-3770 or (630) 256-3130 | [Web: www.aurora-il.org](http://www.aurora-il.org)

Development Services License

UTILITY DYNAMICS CORPORATION
 23 COMMERCE DR

 OSWEGO, IL 60543

Location ANYWHERE
License Type GENERAL CONTRACTOR
 GENERAL CONTRACTOR
City of Aurora License # CNTR-33870
Business Name UTILITY DYNAMICS CORPORATION
Business Phone 6305541722
 Contact@utilitydynamicscorp.com; Contact@utilitydynamicscorp.com

Thank you for licensing your business with the City of Aurora. We sincerely hope you feel your experience with our licensing program and processing was the best in the region. Please ensure that any required inspections are called so as not to jeopardize your future renewals. The City of Aurora - Development Services department looks forward to serving you. Please take our Customer Satisfaction Survey https://www.surveymonkey.com/r/COA_RentalLicenseApplication



City of Aurora
 77 S. Broadway
 Aurora IL 60505

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License Details

DBA if Any **UTILITY DYNAMICS CORPORATION**
 Classification
 Ownership Type
 State Registration#
 Parcel ID #: ANYWHERE

Licensed Business Name

UTILITY DYNAMICS CORPORATION
 23 COMMERCE DR

 OSWEGO, IL 60543
 Ph: 6305541722
 Alt Ph:
 Email: contact@utilitydynamicscorp.com

Owner

6305541722
 UTILITY DYNAMICS CORPORATION
 23 COMMERCE DR

 OSWEGO, IL 60543
 Email:contact@utilitydynamicscorp.com

License Number

CNTR-33870

Issued Date 1/15/2026

Valid To Date 1/15/2027
 Fees are to be Paid Annually

Development Services Admin
 City of Aurora IL



City of Aurora
 77 S. Broadway
 Aurora IL 60505

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 Classification
 Ownership Type
 State Registration#
 Parcel ID #: ANYWHERE

Licensed Business Name

UTILITY DYNAMICS CORPORATION
 23 COMMERCE DR

 OSWEGO, IL 60543
 Ph: 6305541722
 Alt Ph:
 Email: contact@utilitydynamicscorp.com

Owner

6305541722
 UTILITY DYNAMICS CORPORATION
 23 COMMERCE DR

 OSWEGO, IL 60543
 Email:contact@utilitydynamicscorp.com

License Number

CNTR-33870

Issued Date 1/15/2026

Valid To Date 1/15/2027
 Fees are to be Paid Annually

Development Services Admin
 City of Aurora IL

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____ (“Effective Date”), for the (Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and _____ (“Bidder”), located at _____.

WHEREAS, the City issued an Invitation to Bid (“ITB”) on _____ for the _____; and

WHEREAS, the Bidder submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City awarded a contract to Bidder, _____.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents.

The Agreement shall be deemed to include this document, Bidder’s response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid _____.

In connection with the ITB and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services.

Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1.

3. Term.

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

CITY OF AURORA, ILLINOIS

(Contractor)
Utility Dynamics Corporation

SIGNATURE

Jolene Coulter

FULL NAME

SIGNATURE

Joseph B. Spencer

FULL NAME

DATE SIGNED

Director of Purchasing

TITLE

12/18/2025

DATE SIGNED

President

TITLE