

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 18-54  
PURCHASE AND INSTALLATION OF A LED SIGN

BID PROPOSAL FORM

**Bid Due Date & Time:** 2:00 p.m. CST, Wednesday, October 3, 2018

To: City of Aurora  
City Clerk's Office  
44 E Downer Place  
Aurora, Illinois 60507

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: Aurora Sign Co - Aaron Stoeckel

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Bid documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.
  - A. The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
  - B. For purposes of this offer, the terms Offeror, Bidder, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

No. 9/28/18, No. \_\_\_\_\_, No. \_\_\_\_\_, (Vendor to acknowledge addenda here.)

SUBMITTED BY

COMPANY Aurora Sign Co

ADDRESS 1100 Rt. 34

CITY, STATE, ZIP Aurora, IL 60503

AUTHORIZED SIGNATURE [Signature] VICE PRESIDENT  
Title

EMAIL astoeckel@aurorasign.com

PHONE # (630) 898-5900 FAX # (630) 898-6091 DATE 10/4/18

CITY OF AURORA, ILLINOIS  
 INVITATION TO BID 18-54  
 PURCHASE AND INSTALLATION OF ONE LED SIGN

**BID PROPOSAL FORM**

I/We propose to furnish material and labor as specified in the attached Specifications to Bid at the following delivered price:

**Complete requirements to purchasing and installing one LED sign including all required equipment.**

Item	Cost
Sign 4' H x 8' W	\$ 33,016 <sup>00</sup>
Installation (including concrete footings and steel support)	\$ 4,400 <sup>00</sup>
<i>Includes lettering on Logo + Copys</i> Masonry body & Limestone Caps	11,300 <del>00</del>
Training	Included
Warranty	Included
Annual Software Costs (First Year must be included)	First 5 year included
<b>Total Cost</b>	\$ 48,716 <sup>00</sup>

Completion of project within 50 working days upon receipt of order.

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 18-54  
PURCHASE AND INSTALLATION OF A LED SIGN

**BID PROPOSAL FORM (CONT'D)**

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 Purchasing Director.

(Note: Bidders should not add any conditions or qualifying statements to this bid for the bid may be declared irregular as being not responsive to the advertisement for bids.)

The City of Aurora reserves the right at any time and for any reason to cancel this Invitation to Bid, 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 set forth above. The City may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY Aurora Sign Co

ADDRESS 1100 Rt. 34

CITY, STATE, ZIP Aurora, IL 60503

PREPARER'S NAME Vicki L. Markert

CONTRACT PERSON Aaron Stoeckel  
Please Type

AUTHORIZED SIGNATURE A Stoeckel  
Please Type

PHONE # (630) 898-5900 FAX # (630) 898-6091 DATE 10/4/18  
Title

EMAIL astoeckel@aurorasign.com



Bond Number 2395831

# Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Aurora Sign Company as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in Middleton, Wisconsin, in said State, as Surety, are held and firmly bound unto City of Aurora, 44 E Downer Pl, Aurora, IL 60505-3302 as Owner, in the full and just sum of Ten Percent ( 10 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for

Purchase and Installation of one LED sign

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 8 day of October, 2018

**Principal:**

Aurora Sign Company

Witness: [Signature]

By: [Signature] (SEAL)

Name Typed: Brandon Weis President  
Title

**Surety:**

West Bend Mutual Insurance Company

Witness: [Signature]

By: [Signature] (SEAL)

Name Typed: CATHIE DEMITROPOULOS Attorney-In-Fact  
Title

Agency Name: ESSER-HAYES INSURANCE GROUP  
Address: 1811 HIGH GROVE LANE STE 139  
NAPERVILLE, IL 60540  
Phone Number: (630) 355-2077

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. 2395831

**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

**CATHIE DEMITROPOULOS**

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Four Hundred Thousand Dollars (\$400,000)**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart  
**Christopher C. Zwygart**  
Secretary



Kevin A. Steiner  
**Kevin A. Steiner**  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum  
**Juli A. Benedum**  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 8th day of October, 2018



Heather Dunn  
**Heather Dunn**  
Vice President – Chief Financial Officer

**Notice:** Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

**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. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054, adopted on June 26, 2018.
- 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. 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.  Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Aurora Sign Company  
 ADDRESS 1100 Route 34  
 CITY/STATE/ZIP CODE Aurora, IL 60503  
 NAME OF CORPORATE/COMPANY OFFICIAL Brandon Weis  
 TITLE President PLEASE TYPE OR PRINT CLEARLY

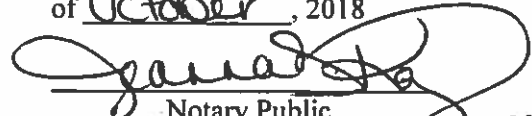
AUTHORIZED OFFICIAL SIGNATURE 

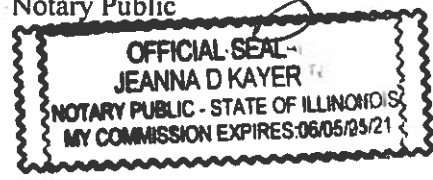
DATE 10/4/18

Subscribed and Sworn to

TELEPHONE (630) 898-5900

Before me this 4th day  
 of October, 2018

  
 Notary Public



STATE OF ILLINOIS        )  
                                      )  
County of Kane            )        ss.

**BIDDER'S TAX CERTIFICATION**

(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.

DATED this 4<sup>th</sup> day of October, 2018.

By Vicki L. Markert  
(Signature of Bidder's Executing Officer)  
Vicki L. Markert  
(Print name of Bidder's Executing Officer)  
Office Manager  
(Title)

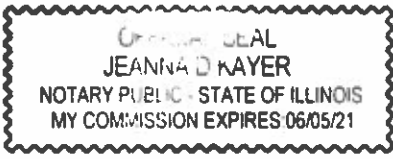
ATTEST/WITNESS:

By [Signature]  
Title P.

Subscribed and sworn to before me this  
4th day of October, 2018.

[Signature]  
Notary Public

(SEAL)



**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:

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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.

Northeastern Illinois Chapter N.E.C.A. and Local Union  
No. 461 I.B.E.W.

Sign Manufacturing - no apprenticeship or training  
available



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.

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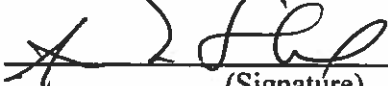
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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report 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: AURORA SIGN CO By:   
(Signature)  
Address: 1100 RT 34, AURORA IL 60003 Title VICE PRESIDENT

# JOINT APPRENTICESHIP AND TRAINING COMMITTEE



NECA-IBEW LOCAL UNION NO. 461  
591 SULLIVAN ROAD, SUITE 200  
AURORA, IL 60506



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PHONE (630) 897-0461 - FAX (630) 897-1317

October 5, 2018

To Whom It May Concern:

This letter is to confirm that Aurora Sign Company in accordance with the Inside Agreement between the Northeastern Illinois Chapter of the National Electrical Contractors Association (N.E.C.A) - Aurora Division and Local Union No. 461 International Brotherhood of Electrical Workers, is participating in a Joint Apprenticeship and Training program.

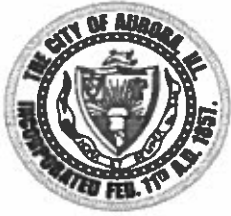
The Apprenticeship program is titled the Northeastern Illinois Chapter N.E.C.A. and Local Union No. 461 I.B.E.W. and is referred to as a Joint Apprenticeship and Training Committee (J.A.T.C.).

The Apprenticeship Training program is registered with the United States Department of Labor, Bureau of Apprenticeship and Training and our program number is IL004780093.

If this office can be of further assistance please contact me by phone at 630-897-0461 extension 201.

Sincerely,

Michael P. Angelo  
Apprenticeship Training Director



## 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 O18-070, approved August 28, 2018.

- 1) Date Submitted: 10/2/2018
- 2) Name of Business: Aurora Sign Co
- 3) Address of Local Office: 1100 RT. 34
- 4) City, State, Zip: Aurora, IL 60503
- 5) Company's Web Address: www.aurorasign.com
- 6) Phone: 630-898-5900 Fax: 630-898-6091
- 7) County your Local Business is Located In: Kendall

Submitted By (Signature): 

Print Name and Title: Brandon Weis - President

Email Address: bweis@aurorasign.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.org](mailto:PurchasingDL@Aurora-il.org)**

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, ILLINOIS  
INVITATION TO BID 18-54

**PURCHASE AND INSTALLATION OF A LED SIGN**

**SUB-CONTRACTOR LIST**

Company Aurora Sign Co  
Address 1100 Rt. 34  
City, State, Zip Aurora, IL 60503  
Phone Number 630-898-5900  
Contact Person Aaron Stoeckel

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Bidder's Name: Aurora Sign Co - Aaron Stoeckel

Signature & Date: Aaron Stoeckel 10/4/18

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 18-54

**PURCHASE AND INSTALLATION OF A LED SIGN**

**CONTACT INFORMATION**

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

Customer Service/General Information: Ph: 630-898-5900

To place an order:

Name: Aaron Stoeckel  
Ph: 630-898-5900 Fax: 630-898-6091  
E-mail: astoeckel@aurorasign.com

Billing & Invoicing question:

Name: Vicki Morkert  
Ph: 630-898-5900 Fax: 630-898-6091  
E-mail: vmorkert@aurorasign.com

Questions:

Name: Aaron Stoeckel  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: astoeckel@aurorasign.com

Bidder's Name: Aurora Sign Co. Aaron Stoeckel

Signature & Date:  10/4/18

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 18-54

PURCHASE AND INSTALLATION OF ONE LED SIGN

REFERENCES

(Please Type)  
Organization ATI Physical Therapy  
Address 790 Remington Blvd.  
City, State, Zip Bolingbrook, IL 60440  
Phone Number 630-294-2222  
Contact Person Don Rittorf  
Date of Project 8/24/18

Organization Rush Copley Medical Center  
Address 4050 Ogden Ave  
City, State, Zip Aurora, IL 60504  
Phone Number 630-499-2313  
Contact Person Kirk Kruse  
Date of Project 3/14/18

Organization School District 129  
Address 1877 W Downers Place  
City, State, Zip Aurora, IL 60504  
Phone Number 630-301-6650  
Contact Person Jeff Schiller  
Date of Project 5/18

Bidder's Name: Aurora Sign Co. - Aaron Stockel

Signature & Date: A. Stockel 10/4/18

## CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this 8<sup>th</sup> day of October, 2018 ("Effective Date"), for Purchase and Installation of a LED Sign is entered into between the CITY OF AURORA ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Aurora Sign Co ("Bidder"), located at 1100 Rt. 34 Aurora, IL 60503.

WHEREAS, the City issued a Bid 18-54 Purchase and Installation of a LED Sign; and

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

WHEREAS, on October 8<sup>th</sup>, 2018, the City's 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 BID, to the extent it is consistent with the terms of the BID, 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 18-54

In connection with the BID 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 BID 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 Scope of Services, attached hereto as Exhibit I.

3. **Term.** This Agreement terminate upon completion of the installation and satisfaction of the owner.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Bidder's BID, the maximum price for providing the Services shall be in accordance to the pricing on the bid proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. **Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within thirty (30) days after approval of the invoice. 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.

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.

Notwithstanding the foregoing, Bidder shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Bidder the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Bidder's performance of Services as set forth in this Agreement.

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 thirty (30) 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 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.

FOR CITY OF AURORA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_


By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Aurora Sign Co

(SEAL)

By  \_\_\_\_\_  
President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Partners doing Business under the firm

\_\_\_\_\_  
Contractor

(If an Individual) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Contractor (SEAL)

**CITY OF AURORA, ILLINOIS  
PURCHASE AND INSTALLATION OF A LED SIGN**

**EXHIBIT 1**

**(INVITATION TO BID 18-54)**

**CITY OF AURORA, ILLINOIS  
PURCHASE AND INSTALLATION OF A LED SIGN**

**EXHIBIT 2**

**(BID PROPOSAL FORM 18-54)**