

## **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 GenServe LLC (“Bidder”), located at 444 Randy Rd Carol Stream, IL 60188.

**WHEREAS**, the City issued an Invitation to Bid (“ITB”) on November 24, 2025 for the Preventative Maintenance Services of the Natural Gas Generators at City of Aurora Lift Stations; 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 25-227.

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)

\_\_\_\_\_  
SIGNATURE

Jolene Coulter

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
DATE SIGNED

Director of Purchasing

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE



JAVIER CUERVO JR

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
DATE SIGNED

12/17/2025

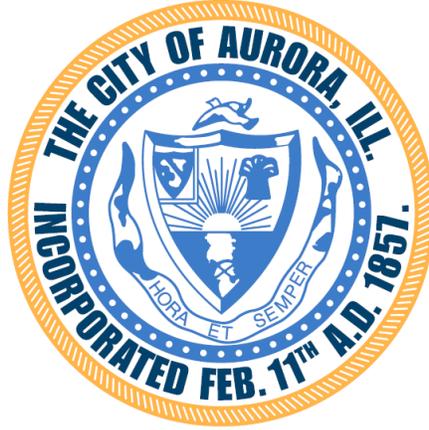
TERRITORY SALES MANAGER

\_\_\_\_\_  
TITLE

**CITY OF AURORA**  
**PREVENTATIVE MAINTENANCE SERVICES OF THE NATURAL GAS**  
**GENERATORS FOR COA LIFT STATIONS**

**EXHIBIT 1**

(INVITATION TO BID 25-227)



City of Aurora, IL

**PREVENTATIVE MAINTENANCE SERVICES OF THE  
NATURAL GAS GENERATORS AT CITY OF AURORA LIFT  
STATIONS**

**25-227**

RELEASE DATE: November 24, 2025

DEADLINE FOR QUESTIONS: December 11, 2025

RESPONSE DEADLINE: December 18, 2025, 10:00 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 invites you to bid on the preventative maintenance services of the natural gas generators at City of Aurora Lift stations for the Water and Sewer Maintenance Division.

### 2. TIMELINE

Release Project Date:	November 24, 2025
Pre-Proposal Meeting (Non-Mandatory):	December 2, 2025, 1:00pm Clark Street Pump Station - 144 Baje Industrial Drive, Aurora IL
Second Pre-Proposal Meeting (Non-Mandatory) (Non-Mandatory):	December 9, 2025, 9:00am Clark Street Pump Station: 144 Baje Industrial Drive, Aurora IL.  All locations will be visited. This will be the only opportunity to see all of the locations.
Question Submission Deadline:	December 11, 2025, 11:00am
Response Submission Deadline:	December 18, 2025, 10:00am

### 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, strikeouts 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 Bid 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. 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.

### **4. 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.**

## 5. 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.

## 6. 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](mailto: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!*

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. PERMITS AND LICENSES**

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

## **12. 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.

## **13. 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.

#### **14. 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.

## **15. 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

#### **24. 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.**

#### **25. 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.

#### **26. 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.

#### **27. 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. Project Overview

The scope of work involves, but is not limited to, perform eleven (11) monthly inspections and an annual maintenance per manufacture guidelines at seven (7) lift stations and at the Water & Sewer facility generator.

The contract will be for an initial term ending December 31, 2026 with two (2) one-year extensions based on mutual agreement between the bidder and the City of Aurora.

### 2. Specifications

Bidder shall supply a field service technician to perform eleven (11) monthly inspections at the City of Aurora seven (7) lift stations and at the Water & Sewer facility generator along with an annual schedule maintenance for all seven (7) lift stations and the main facility.

All prices must include mileage and additional parts/labor cost. Service dates to be coordinated with the Superintendent of Water and Sewer Maintenance.

Monthly maintenance work must be completed by the first full week of the month in order to avoid conflicts with scheduled pump maintenance.

Supply a field service technician to perform scheduled inspection on seven emergency pump engines and one emergency generator at the following locations:

LOCATION	Engine Make	Engine Model	Generator M
<u>W&amp;S Maintenance Main Building</u> 649 S. River Street, Aurora, Illinois 60506	HC	GTA4800-X014	Kato-Lite
<u>Clark Lift Station</u> 144 Baje, Aurora, Illinois 60505	BO	CSG6491600	Spectrum
<u>Manchester Lift Station</u> 155 Manchester Aurora, Illinois 60506	Arrow	SP111HP3	Pump Only
<u>Molitor Lift Station</u> 1610 Molitor, Aurora, Illinois 60505	Waukesha	VRG330U	Pump Only
<u>Orchard Lift Station</u> 599 S. orchard, Aurora, Illinois 60506	Detroit Diesel	6043TKG5	Kohler
<u>Barnes Road/Linden Estates Lift Station</u> 3112 Moraine Dr., Aurora, Illinois 60506	Ford	LRG-425	Olympian
<u>White Eagle Lift Station</u> 4100 Palmer, Aurora, Illinois 60504	Chrysler	LH318	Empire
<u>2750 Frieder Lane Lift Station</u> 2750 Frieder Lane, Aurora, Illinois 60504	Ford	6LSG1068	Olympian

### 3. Monthly Inspection Services

Supply a field service technician to perform monthly scheduled inspections on seven (7) emergency pump engines and one (1) emergency generator.

Monthly maintenance work must be completed by the first full week of the month in order to avoid conflicts with scheduled pump maintenance.

**Monthly Service includes the following:**

- Reset clock timers for Daylight Savings Time in March & November (Not applicable at Manchester & Molitor lift stations)
- Semi-annual inspection of transfer switch
- Test run unit.
- Apply load if possible.
- Inspect unit for any unusual noises or leaks.
- Clean up work area.

<b>Air Intake System</b>	
Pre-cleaner	Clean
<b>Cooling System</b>	
Cooling system level	Check
Cooling system protect (Degrees F)	Check
Water pump	Lubricate
Water pump idler pulley	Lubricate
Hoses	Inspect
Belts	Inspect
<b>Fuel System</b>	
Hand throttle open	Check
Fuel solenoid	Check
Fuel lines	Check
Positive gas pressure	Check

<b>Lube System</b>	
Lube oil hoses	Inspect
Engine lube oil level, make-up tank	Fill
Crankcase oil level	Fill

<b>Ignition System</b>	
Ignition timing	Check
Ignition cables, primary & secondary connections	Inspect
Control linkage	Clean/Lube
Governor rod ends	Lubricate
Gov. synchronizer or speed control	Adjust
<b>Additional Items</b>	
Exhaust piping/silencer	Check
Belt tension	Check
Battery terminals	Clean
Battery electrolyte	Check/fill
Battery cranking voltage	Check
Block heater	Check
Safety controls	Test
Engine mounting	Check
Clutch adjustment	Adjust
Clutch bearings	Lubricate

**4. Annual Inspection Services**

Supply a field service technician to perform an annual scheduled inspection on seven (7) emergency pump engines and one (1) emergency generator.

**Annual Service includes the following:**

- Test run unit
- Apply load if possible (customer to supply operator)
- Inspect unit for any unusual noises or leaks.
- Clean up work area.
- Follow manufacturer maintenance guide

<b>Air Intake System</b>	
Pre-cleaner	Clean
Air-cleaner filter element	Clean/Replace
<b>Cooling System</b>	
Cooling system level	Check
Cooling system protect (degrees F)	Check
Water pump	Lubricate
Water pump idler pulley	Lubricate
Hoses	Inspect
Belt	Inspect

<b>Fuel System</b>	
Hand throttle open	Check
Fuel solenoid	Check
Fuel lines	Check
Positive gas pressure	Check
<b>Lube System</b>	
Engine oil	Change
Oil filters	Change

Oil filter seal	Replace
Lube oil strainer element	Clean
Oil cooler (oil side)	Drain
Lube oil hoses	Inspect
Crankcase breather	Clean
Engine lube oil level, make-up tank	Fill
Crankcase oil level	Fill
<b>Ignition System</b>	
Spark plugs	Replace
Magneto drive disc	Replace
Ignition timing	Check
Ignition cables, primary & secondary connections	Inspect
Control linkage	Clean/Lube
Governor rod ends	Lubricate
Gov. synchronizer or speed control	Adjust
<b>Additional Items</b>	
Exhaust piping/silencer	Check
Belt tension	Check
Battery terminals	Clean
Battery electrolyte	Check/fill
Battery cranking voltage	Check
Valves clearance	Adjust
Valve cover gaskets	Replace
Block heater	Check
Carburetor	Check/Adjust
Regulators	Check/Adjust

Cylinder compression	Check
Safety controls	Test
Engine mounting	Check
Clutch adjustment	Adjust
Clutch bearings	Lubricate

### PRICING TABLE

All prices must include mileage and additional parts/labor cost. Service dates to be coordinated with the Superintendent of Water and Sewer Maintenance.

#### MONTHLY SERVICES 2026

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	W&S Maintenance Main Building generator set	11	Monthly Cost		
2	Clark Lift Station	11	Monthly Cost		
3	Manchester Lift Station	11	Monthly Cost		
4	Molitor Lift Station	11	Monthly Cost		
5	Orchard Lift Station	11	Monthly Cost		
6	Barnes Road/Linden Estates Lift Station	11	Monthly Cost		
7	White Eagle Lift Station	11	Monthly Cost		
8	2750 Freider Lane Lift Station	11	Monthly Cost		
<b>TOTAL</b>					

#### ANNUAL SERVICES 2026

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	W&S Maintenance Main Building generator set	1	Annual Cost		
10	Clark Lift Station	1	Annual Cost		
11	Manchester Lift Station	1	Annual Cost		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Molitor Lift Station	1	Annual Cost		
13	Orchard Lift Station	1	Annual Cost		
14	Barnes Road/Linden Estates Lift Station	1	Annual Cost		
15	White Eagle Lift Station	1	Annual Cost		
16	2750 Freider Lane Lift Station	1	Annual Cost		
<b>TOTAL</b>					

**MONTHLY SERVICES 2027**

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	W&S Maintenance Main Building generator set	11	Monthly Cost		
18	Clark Lift Station	11	Monthly Cost		
19	Manchester Lift Station	11	Monthly Cost		
20	Molitor Lift Station	11	Monthly Cost		
21	Orchard Lift Station	11	Monthly Cost		
22	Barnes Road/Linden Estates Lift Station	11	Monthly Cost		
23	White Eagle Lift Station	11	Monthly Cost		
24	2750 Freider Lane Lift Station	11	Monthly Cost		
<b>TOTAL</b>					

**ANNUAL SERVICES 2027**

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
25	W&S Maintenance Main Building generator set	1	Annual Cost		
26	Clark Lift Station	1	Annual Cost		
27	Manchester Lift Station	1	Annual Cost		
28	Molitor Lift Station	1	Annual Cost		
29	Orchard Lift Station	1	Annual Cost		
30	Barnes Road/Linden Estates Lift Station	1	Annual Cost		
31	White Eagle Lift Station	1	Annual Cost		
32	2750 Freider Lane Lift Station	1	Annual Cost		
<b>TOTAL</b>					

**MONTHLY SERVICES 2028**

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
33	W&S Maintenance Main Building generator set	11	Monthly Cost		
34	Clark Lift Station	11	Monthly Cost		
35	Manchester Lift Station	11	Monthly Cost		
36	Molitor Lift Station	11	Monthly Cost		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
37	Orchard Lift Station	11	Monthly Cost		
38	Barnes Road/Linden Estates Lift Station	11	Monthly Cost		
39	White Eagle Lift Station	11	Monthly Cost		
40	2750 Freider Lane Lift Station	11	Monthly Cost		
<b>TOTAL</b>					

**ANNUAL SERVICES 2028**

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
41	W&S Maintenance Main Building generator set	1	Annual Cost		
42	Clark Lift Station	1	Annual Cost		
43	Manchester Lift Station	1	Annual Cost		
44	Molitor Lift Station	1	Annual Cost		
45	Orchard Lift Station	1	Annual Cost		
46	Barnes Road/Linden Estates Lift Station	1	Annual Cost		
47	White Eagle Lift Station	1	Annual Cost		
48	2750 Freider Lane Lift Station	1	Annual Cost		
<b>TOTAL</b>					

## VENDOR SUBMISSIONS

### 1. Contact Information\*

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

\*Response required

### 2. References\*

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

\*Response required

### 3. 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

### 4. 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

### 5. 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

**6. 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

**7. Apprenticeship or Training Program Certification\***

Please download the below documents, complete, and upload.

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

\*Response required

**8. Union/Apprenticeship Requested Documentation\***

Please provide verification letter like sample attached.

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

\*Response required

**9. Local Vendor Preference Application\***

Please download the below documents, complete, and upload.

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

\*Response required

**10. Standard City of Aurora Contract\***

Please download the below documents, complete, and upload.

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

\*Response required

**11. Additional Information**





**CITY OF AURORA**  
**PREVENTATIVE MAINTENANCE SERVICES OF THE NATURAL GAS**  
**GENERATORS FOR COA LIFT STATIONS**

**EXHIBIT 2**

(BID PROPOSAL FORM 25-227)



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

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## [GENSERVE LLC] RESPONSE DOCUMENT REPORT

ITB No. 25-227

Preventative Maintenance Services of the Natural Gas Generators at City of Aurora Lift Stations

RESPONSE DEADLINE: December 18, 2025 at 10:00 am

Report Generated: Monday, February 2, 2026

### GenServe LLC Response

#### CONTACT INFORMATION

**Company:**

GenServe LLC

**Email:**

jguerrero@genserveinc.com

**Contact:**

Javier Guerrero

**Address:**

444 Randy Rd

444 Randy Rd

Carol Stream, IL 60188

**Phone:**

N/A

**Website:**

N/A

**Submission Date:**

Dec 18, 2025 8:31 AM (Central Time)

## ADDENDA CONFIRMATION

### Addendum #1

*Confirmed Dec 18, 2025 8:07 AM by Javier Guerrero*

### Addendum #2

*Confirmed Dec 18, 2025 8:07 AM by Javier Guerrero*

### Addendum #3

*Confirmed Dec 18, 2025 8:07 AM by Javier Guerrero*

## QUESTIONNAIRE

### 1. Contact Information\*

*Pass*

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

Bids\_2025\_-\_City\_of\_Aurora\_IL\_-\_Contact\_Information\_12-18-2025.pdf

### 2. References\*

*Pass*

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

#### GenServe References:

- BNSF Railway Company – Bid #BF10017820 - [www.bnsf.com](http://www.bnsf.com)
  - Contact – Stephen Marrion (708) 413-2018 – 685 McClure Rd., Aurora, IL
- DuPage County Illinois – Bid #23-099-FM – [www.dupagecounty.gov](http://www.dupagecounty.gov)

- Contact – Mary Ventrella (630) 407-5700 – 421 N County Farm Rd., Wheaton, IL
- Contact – Eve Krause (630) 407-5700 – 421 N County Farm Rd., Wheaton, IL
- Pace Suburban Bus – Bid #236335 – [www.pacebus.com](http://www.pacebus.com)
  - Contact – Anthony Lomenick – Service Manager, Facilities Maintenance (847) 489-2446 – 550 W Algonquin Rd., Arlington Heights, IL
  - Contact – Judy Fishman – Sr Contract Administrator (847) 228-2425 – 550 W Algonquin Rd., Arlington Heights, IL

### 3. 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:

N/A - GenServe will self-perform all services

### 4. 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

**5. 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

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*Pass*

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- 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.
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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.

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Confirmed

#### **7. Apprenticeship or Training Program Certification\***

*Pass*

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

Bids\_2025\_-\_City\_of\_Aurora\_IL\_-\_GenServe\_-\_Apprenticeship\_or\_Training\_Program\_Certificate\_12-18-2025.pdf

#### **8. Union/Apprenticeship Requested Documentation\***

*Pass*

Please provide verification letter like sample attached.

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

Bids\_2025\_-\_City\_of\_Aurora\_IL\_-\_GenServe\_IAM\_Mechanics\_Union\_Local\_701\_Doc\_12-18-2025.pdf

#### **9. Local Vendor Preference Application\***

*Pass*

Please download the below documents, complete, and upload.

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

Bids\_2025\_-\_City\_of\_Aurora\_IL\_-\_GenServe\_Local\_Vendor\_Preference\_App\_12-18-2025.pdf

**10. Standard City of Aurora Contract\***

*Pass*

Please download the below documents, complete, and upload.

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

Bids\_2025\_-\_City\_of\_Aurora\_IL\_-\_Agreement\_12-18-2025.pdf

**11. Additional Information**

*Pass*

Bids\_2025\_-\_City\_of\_Aurora\_IL\_-\_GenServe\_Standard\_COI\_12-18-2025.pdf

City\_of\_Aurora\_Bid\_-\_Cover\_Letter\_12-18-2025.pdf

**PRICE TABLES**

**MONTHLY SERVICES 2026**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	W&S Maintenance Main Building generator set	11	Monthly Cost	\$210.00	\$2,310.00
2	Clark Lift Station	11	Monthly Cost	\$210.00	\$2,310.00
3	Manchester Lift Station	11	Monthly Cost	\$210.00	\$2,310.00
4	Molitor Lift Station	11	Monthly Cost	\$210.00	\$2,310.00
5	Orchard Lift Station	11	Monthly Cost	\$210.00	\$2,310.00
6	Barnes Road/Linden Estates Lift Station	11	Monthly Cost	\$210.00	\$2,310.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	White Eagle Lift Station	11	Monthly Cost	\$210.00	\$2,310.00
8	2750 Freider Lane Lift Station	11	Monthly Cost	\$210.00	\$2,310.00
<b>TOTAL</b>					<b>\$18,480.00</b>

**ANNUAL SERVICES 2026**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	W&S Maintenance Main Building generator set	1	Annual Cost	\$480.00	\$480.00
10	Clark Lift Station	1	Annual Cost	\$365.00	\$365.00
11	Manchester Lift Station	1	Annual Cost	\$480.00	\$480.00
12	Molitor Lift Station	1	Annual Cost	\$365.00	\$365.00
13	Orchard Lift Station	1	Annual Cost	\$480.00	\$480.00
14	Barnes Road/Linden Estates Lift Station	1	Annual Cost	\$320.00	\$320.00
15	White Eagle Lift Station	1	Annual Cost	\$320.00	\$320.00
16	2750 Freider Lane Lift Station	1	Annual Cost	\$460.00	\$460.00
<b>TOTAL</b>					<b>\$3,270.00</b>

**MONTHLY SERVICES 2027**

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	W&S Maintenance Main Building generator set	11	Monthly Cost	\$216.30	\$2,379.30
18	Clark Lift Station	11	Monthly Cost	\$216.30	\$2,379.30
19	Manchester Lift Station	11	Monthly Cost	\$216.30	\$2,379.30
20	Molitor Lift Station	11	Monthly Cost	\$216.30	\$2,379.30
21	Orchard Lift Station	11	Monthly Cost	\$216.30	\$2,379.30
22	Barnes Road/Linden Estates Lift Station	11	Monthly Cost	\$216.30	\$2,379.30
23	White Eagle Lift Station	11	Monthly Cost	\$216.30	\$2,379.30
24	2750 Freider Lane Lift Station	11	Monthly Cost	\$216.30	\$2,379.30
<b>TOTAL</b>					<b>\$19,034.40</b>

ANNUAL SERVICES 2027

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
25	W&S Maintenance Main Building generator set	1	Annual Cost	\$494.40	\$494.40
26	Clark Lift Station	1	Annual Cost	\$375.95	\$375.95
27	Manchester Lift Station	1	Annual Cost	\$494.40	\$494.40

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
28	Molitor Lift Station	1	Annual Cost	\$375.95	\$375.95
29	Orchard Lift Station	1	Annual Cost	\$494.40	\$494.40
30	Barnes Road/Linden Estates Lift Station	1	Annual Cost	\$329.60	\$329.60
31	White Eagle Lift Station	1	Annual Cost	\$329.60	\$329.60
32	2750 Freider Lane Lift Station	1	Annual Cost	\$473.80	\$473.80
<b>TOTAL</b>					<b>\$3,368.10</b>

**MONTHLY SERVICES 2028**

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
33	W&S Maintenance Main Building generator set	11	Monthly Cost	\$222.79	\$2,450.69
34	Clark Lift Station	11	Monthly Cost	\$222.79	\$2,450.69
35	Manchester Lift Station	11	Monthly Cost	\$222.79	\$2,450.69
36	Molitor Lift Station	11	Monthly Cost	\$222.79	\$2,450.69
37	Orchard Lift Station	11	Monthly Cost	\$222.79	\$2,450.69
38	Barnes Road/Linden Estates Lift Station	11	Monthly Cost	\$222.79	\$2,450.69
39	White Eagle Lift Station	11	Monthly Cost	\$222.79	\$2,450.69

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
40	2750 Freider Lane Lift Station	11	Monthly Cost	\$222.79	\$2,450.69
<b>TOTAL</b>					<b>\$19,605.52</b>

**ANNUAL SERVICES 2028**

Optional Extension Year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
41	W&S Maintenance Main Building generator set	1	Annual Cost	\$509.23	\$509.23
42	Clark Lift Station	1	Annual Cost	\$387.23	\$387.23
43	Manchester Lift Station	1	Annual Cost	\$509.23	\$509.23
44	Molitor Lift Station	1	Annual Cost	\$387.23	\$387.23
45	Orchard Lift Station	1	Annual Cost	\$509.23	\$509.23
46	Barnes Road/Linden Estates Lift Station	1	Annual Cost	\$339.49	\$339.49
47	White Eagle Lift Station	1	Annual Cost	\$339.49	\$339.49
48	2750 Freider Lane Lift Station	1	Annual Cost	\$488.01	\$488.01
<b>TOTAL</b>					<b>\$3,469.14</b>

**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:      GenServe, LLC Local Office  
444 Randy Rd., Carol Stream, IL 60188  
Ph: (630) 462-7280

To place an order:

Name: Chris Lowe – Service Manager  
Ph: 630-462-7280 Fax: \_\_\_\_\_  
E-mail: clowe@genserveinc.com

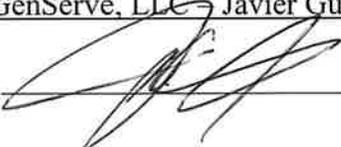
Billing & Invoicing questions:

Name: Barb Kenneally  
Ph: 630-462-7280 Fax: \_\_\_\_\_  
E-mail: APIPP@GENSERVEINC.COM

Questions:

Name: Javier Guerrero  
Ph: 224-630-1746 Fax: \_\_\_\_\_  
E-mail: jguerrero@genserveinc.com

Bidder's Name: GenServe, LLC - Javier Guerrero Jr.

Signature & Date:  \_\_\_\_\_

## 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:

CITY OF AURORA LIFT STATIONS BID # 25-227 1<sup>ST</sup> YEAR  
ANNUAL AMOUNT DOES NOT EXCEED THE \$25K CERTIFICATION  
PARTICIPATION IN AN APPRENTICESHIP AND TRAINING PROGRAM.

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.

CITY OF AURORA LIFT STATIONS BID # 25-227 1<sup>ST</sup> YEAR  
ANNUAL AMOUNT DOES NOT EXCEED THE \$25K CERTIFICATION  
PARTICIPATION IN AN APPRENTICESHIP AND TRAINING PROGRAM.  
GENSERVE WILL SELF-PERFORM ALL WORK ON BID #25-227.

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.

N/A - GENSERVE WILL SELF-PERFORM ALL WORK ON BID #25-227  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: GENSERVE, LLC

By:  \_\_\_\_\_  
(Signature)

Address: 444 RANDY RD., CAROL STREAM, IL  
60188

Title TERRITORY SALES MANAGER

IAM MECHANICS UNION LOCAL 701  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

AFFILIATED WITH A.F. of L. – C.I.O

CHICAGO FEDERATION OF LABOR

2650 N. FARNSWORTH AVE.  
AURORA, ILLINOIS 60502

www.mech701.org

PHONE (708) 482-1720  
FAX (708) 482-1750

Meeting First Wednesday – 7:30 p.m.



December 15, 2025

To Whom It May Concern,

I am writing this letter to certify that GENSERVE, LLC is a Union Company under contract with IAM Mechanics Union Local 701 IAMAW. Their current CBA has been in effect since April 13, 2024 and does not expire until April 12, 2027.

The Union employer code for GENSERVE, LLC is (18028A). The Company is in good standing with the Union and is up to date with all payments and benefits outlined in their current bargained agreement.

The Mechanics Local 701 Training Fund is a United States Department of Labor supervised labor/management training program founded in 2010. The Fund is subject to compliance with benefit requirements of the Employee Retirement Income Security Act of 1974 (ERISA); and, the United States Treasury Department Internal Revenue Service recognized 501(c)(3) tax-exempt educational trust. Website: [local701training.org](http://local701training.org)

If you have any other questions or concerns, feel free to contact me directly. Thank you.

Respectfully,

*Walter A Emerson*

Walter A Emerson  
Business Rep/Automotive Coordinator  
IAM Mechanics Union Local 701 IAMAW  
Email: [wemerson@mech701.org](mailto:wemerson@mech701.org)  
Cell: 1-815-219-0438



## 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. *NOT APPLICABLE*

- 1) Date Submitted: \_\_\_\_\_
- 2) Name of Business: \_\_\_\_\_
- 3) Address of Local Office: \_\_\_\_\_
- 4) City, State, Zip: \_\_\_\_\_
- 5) Company's Web Address: \_\_\_\_\_
- 6) Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 7) County your Local Business is Located In: \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **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](mailto: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 AGREEMENT

**THIS AGREEMENT**, entered on this DECEMBER 17, 2025 ("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 GENSERVE, LLC ("Bidder"), located at

**WHEREAS**, the City issued an Invitation to Bid ("ITB") on 25-227 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 25-227

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)

\_\_\_\_\_  
SIGNATURE

Jolene Coulter

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
DATE SIGNED

Director of Purchasing

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

*JAVIER CUMERSON JR*

\_\_\_\_\_  
FULL NAME

*12/17/2025*  
\_\_\_\_\_  
DATE SIGNED

*TERRITORY SALES MANAGER*

\_\_\_\_\_  
TITLE



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY)

3/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** Lockton Companies, LLC  
 DBA Lockton Insurance Brokers, LLC in CA  
 CA license #0F15767  
 8110 E Union Ave., Ste. 100  
 Denver CO 80237  
 denver-certs@lockton.com

<b>CONTACT NAME:</b>	
<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Start Indemnity & Liability Company	<b>NAIC #</b> 38318
<b>INSURER B:</b> --- SEE ATTACHMENT ---	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED** 1554725 GenServe, LLC dba Illini Power Products  
 100 Newtown Road  
 Plainview, NY 11803

**COVERAGES****CERTIFICATE NUMBER:** 21586566**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	1000090178251	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	1000635863251	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
							Comp./Coll. Ded	\$ 1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$0	Y	Y	1000095249251	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000002106	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Pollution Professional Cyber	N	N	See Attached			SEE ATTACHMENT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*\*\*Continues on Next Page\*\*\*

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

\* Copy \*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Dear City of Aurora, IL.,

GenServe is thrilled to present our bid for your generator preventative maintenance needs. With over 171 technicians on our team, we are ideally positioned to deliver prompt and efficient service. Our comprehensive maintenance plans are designed to optimize generator performance, extend equipment lifespan, and minimize downtime. Through rigorous inspections, cleaning, and testing, we proactively identify potential issues before they lead to costly breakdowns.

We offer 24/7 emergency services and understand the need to ensure your generators are always running smoothly. Our technicians are ready to respond promptly to any issues, minimizing downtime and its impact.

Our EGSA-recognized training program ensures that our technicians are experts in all major generator makes and models, allowing them to tackle any generator challenge with confidence.

GenServe is committed to delivering top-quality preventative maintenance and emergency generator services to the City of Aurora – Lift Stations in Aurora, IL. We look forward to partnering with you to ensure your generators operate reliably and efficiently. We are eager to meet with you in the coming weeks to better understand your needs, elaborate on our capabilities, and discuss how our services can benefit you.

Thank you for considering GenServe as your emergency generator service provider.

Sincerely,

Javier Guerrero Jr.

E: [jguerrero@genserveinc.com](mailto:jguerrero@genserveinc.com)

C: (224) 630-1746