

City of Aurora, IL

# 2026 WATER & SEWER MAINTENANCE DIVISION PLUMBING SERVICES

25-215

RELEASE DATE: October 5, 2025

DEADLINE FOR QUESTIONS: October 16, 2025

RESPONSE DEADLINE: October 22, 2025, 11:00 am

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

#### RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

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# INSTRUCTIONS TO BIDDERS

#### 1. SUMMARY

The City of Aurora, IL invites you to bid for plumbing services to maintain and repair water service pipes that are leaking, curb box and cock, meters, and valves from the water main to the water meter of property owners. These services do not include total replacement of water service due to inaccessibility, i.e. stoops, porches and/or slabs.

#### 2. TIMELINE

Release Project Date:	October 5, 2025
Question Submission Deadline:	October 16, 2025, 8:00am
Response Submission Deadline:	October 22, 2025, 11:00am

#### 3. ACCEPTANCE OF BID PROPOSALS

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

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

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

- d. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.
- e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the Bid and execute the Work should the Bid be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Bid.

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

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

## 4. RECEIPT OF BID PROPOSALS

- 1. <u>Bids must be submitted electronically</u>, 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. <u>Bids must be submitted electronically via the City's E Procurement System.</u> 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, <u>including requests for alternates or substitutions</u> 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.

Invitation For Bid #25-215

Title: 2026 Water & Sewer Maintenance Division Plumbing Services

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

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. 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.

#### **19. 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.

#### 20. 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.

#### 21. 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.

# 22. 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.

#### 23. 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.

#### 24. 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.

#### 25. 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.

## 26. CONTRACT

The successful Bidder will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within five (5) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Bidder to execute

the contract within five (5) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Bid.

#### SCOPE OF WORK

# 1. Scope of Work

The City of Aurora, IL invites you to bid for plumbing services to maintain and repair water service pipes that are leaking, curb box and cock, meters, and valves from the water main to the water meter of property owners. These services do not include total replacement of water service due to inaccessibility, i.e. stoops, porches and/or slabs.

# **DESCRIPTION OF PROJECT:**

Name: 2026 Water & Sewer Maintenance Division - Plumbing Services

<u>Proposed Improvement:</u> Scope of work includes the Contractor providing plumbing services to maintain and repair water service pipes that are leaking, curb box and cock, meters, and valves from the water main to the water meter of property owners. These services do not include total replacement of water service due to inaccessibility, i.e. stoops, porches and/or slabs.

# 2. Special Provisions

The following Special Provisions supplement the General Specifications, the Illinois Department of Transportation's Standard Specifications For Road and Bridge Construction (herein after called the Standard Specifications), the City of Aurora's Standard Specifications for Improvements, the Supplemental Specifications and Recurring Special Provisions, the Standard Specifications for Water And Sewer Main Construction in Illinois, Seventh Edition, the Standard Specifications for Traffic Control Items, Part 890 of the Illinois Plumbing Code (77 IL Admin Code 890.1150) and the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways and the Illinois Supplement to the National Manual on Uniform Traffic Control Devices in effect on the date of invitation for proposals. These special provisions apply to and govern the proposed improvement designated as the **2026 Water & Sewer Maintenance Division – Plumbing Services** and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

#### SP 1 - Type K Copper

Type K copper pipe shall be supplied in the diameter and length as specified. The type K copper shall have a color code of green and shall be in accordance with ASTM B 88 & AWWA publication M-22 entitled, "Water Service Lines and Meters".

#### SP 2 - Curb Box

Type K copper pipe shall be supplied in the diameter and length as specified. The type K copper shall have a color code of green and shall be in accordance with ASTM B 88 & AWWA publication M-22 entitled, "Water Service Lines and Meters".

#### **SP 3 - Water Service Couplings**

All water service repair couplings shall be the model and manufacturer listed in the attached table below or an engineer approved equal. All connections to copper pipes shall utilize a flared fitting.

# **Water Service Coupling Models**

Part	Ford Meter Co.	A.Y. McDonald Mfg.
		Co.
3/4" Flare Copper to 3/4" Flare Copper Coupling	Q22-33-NL	74758 3/4"
3/4" Flare Copper to 1" Flare Copper Coupling	Q22-34-NL	74758 3/4"x1"
1" Flare Copper to 1" Flare Copper Coupling	Q22-44-NL	74758 1"
5/8" Double Extra Strong Lead (XXS) or 3/4"	Q12-33-Q32-23-	74758C-68 3/4"x5/8",
Strong Lead (S) to 3/4" Flare Copper Lead-Pack	NL	74758C-66 3/4"
Coupling		
3/4" XS to 3/4" Flare Copper Lead-Pack Coupling	Q22-33-NL	74758C-67 3/4"
3/4" XXS to 3/4" Flare Copper Lead-Pack Coupling	Q32-33-NL	74758C-68 3/4"
5/8" XXS or 3/4" S to 1" Flare Copper Lead-Pack	Q12-34-Q32-24-	74758C-68 1"x5/8",
Coupling	NL	74758C-66 1"x3/4"
3/4" XS to 1" Flare Copper Lead-Pack Coupling	Q22-34-NL	74758C-67 1"x3/4"
1" S to 1" Flare Copper Lead-Pack Coupling	Q12-44-NL	74758C-66 1"
1" XS to 1" Flare Copper Lead-Pack Coupling	Q22-44-NL	74758C-67 1"
1" XXS to 1" Flare Copper Lead-Pack Coupling	Q32-44-NL	74758C-68 1"

The City of Aurora Water & Sewer Maintenance Division has adopted Water Service Repair Standard Operating Procedures (SOP)

The purpose for this Standard Operating Procedure is to minimizing the introduction of sediment into the building's plumbing pipes and ensure that the water service is thoroughly flushed proceeding any repair activity.

#### 1. Water & Sewer Maintenance Division

- A. Close the valve on the incoming side of the water meter.
- B. Give occupant a copy of the plumbing fixture flushing guidelines and information on lead service lines.
- C. Obtain signature on retained copy of flushing procedures.
- D. Excavate and carefully expose the water service at the location of the leak.
- E. Excavate a sump near the damaged portion of water service for dewatering purposes. Place open graded stone as necessary to facilitate dewatering the excavation.
- F. Adequately dewater the excavation to minimize the chances that water from the trench is introduced into the water service.
- G. If the repair is limited to the installation of a repair clamp on ductile iron services 2" or greater, proceed as follows:
  - Disinfect repair clamp and damaged portion of the water service with a 1% to 5% sodium hypochlorite (NaOCl) disinfecting solution immediately prior to assembly.
  - Install repair clamp while service pipe is under pressure.
  - Complete steps 9 through 15.

#### 1. Plumbing Contractor

- H. If the repair requires removal of the curb stop or any portion of the water service piping proceed as follows:
  - If possible install clamps on either side of the damaged water service.
  - Contact a licensed plumber from the Water and Sewer Division's current plumber's list.
  - Ensure that the plumber has a copy of these standard operating procedures.

- Instruct the plumber to follow steps 9 through 13 below after all work necessary to repair the water service and or curb stop is complete.
- I. Remove water meter.
- J. Install flushing hose. Flushing hose should be a minimum of 3/4" diameter for service lines of 1" diameter or less. For service lines greater than 1" diameter use a flushing hose with a diameter at least as large as the existing piping.
- K. If possible route the flushing hose to an interior drain. Ensure that the drain has adequate capacity to receive the flushed water without backing up.
  - Flush the service line for a minimum of 30 minutes.
  - Replace water meter.

# 4. Water & Sewer Maintenance Division

- L. Backfill excavation.
- M. Contact meter shop to have meter re-sealed.

# PRICING TABLE

# **SCHEDULE OF PRICES**

Line Item	Description	Unit of Measure	Unit Cost
1	Net Hourly Rate	HR	
2	3/4" Type K Copper	LF	
3	1" Type K Copper	LF	
4	3/4" Full Port Flared Curb Box	EA	
5	1" Full Port Flared Curb Box	EA	
6	3/4" CO2 Line Freeze	EA	
7	1" CO2 Line Freeze	EA	
8	3/4" Flare Copper to 3/4" Flare Copper Coupling	EA	
9	3/4" Flare Copper to 1" Flare Copper Coupling	EA	
10	1" Flare Copper to 1" Flare Copper Coupling	EA	
11	5/8" Double Extra Strong Lead (XXS) or 3/4" Strong Lead (S) to 3/4" Flare Copper Lead-Pack Coupling	EA	
12	3/4" XS to 3/4" Flare Copper Lead-Pack Coupling	EA	
13	3/4" XXS to 3/4" Flare Copper Lead-Pack Coupling	EA	
14	5/8" XXS or 3/4" S to 1" Flare Copper Lead-Pack Coupling	EA	
15	3/4" XS to 1" Flare Copper Lead-Pack Coupling	EA	
16	3/4" XXS to 1" Flare Copper Lead-Pack Coupling	EA	
17	1" S to 1" Flare Copper Lead-Pack Coupling	EA	
18	1" XS to 1" Flare Copper Lead-Pack Coupling	EA	
19	1" XXS to 1" Flare Copper Lead-Pack Coupling	EA	

# MARK UP PERCENTAGE

# Materials Not Listed at Cost Plus Mark-Up Percentage of:

Line Item	Description	<b>Unit of Measure</b>	Percentage
20	Mark-Up Percentage	Max	

#### **VENDOR SUBMISSIONS**

#### 1. Contact Information\*

Please download the below documents, complete, and upload.

• COA\_Contact\_Information.docx

# 2. 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

#### 3. 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

#### 4. 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.

<sup>\*</sup>Response required

- 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

# 5. Local Vendor Preference Application\*

Please download the below documents, complete, and upload.

COA\_2024\_Local\_Preference\_V...

## 6. Standard City of Aurora Contract\*

Please download the below documents, complete, and upload.

• Sample\_Standard\_Contract\_IT...

#### 7. Additional Information

<sup>\*</sup>Response required

<sup>\*</sup>Response required

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Invitation For Bid #25-215

Title: 2026 Water & Sewer Maintenance Division Plumbing Services