



City of Aurora, IL

EXTERIOR MASONRY RESTORATION SERVICE

26-054

RELEASE DATE: June 8, 2026

DEADLINE FOR QUESTIONS: June 22, 2026

RESPONSE DEADLINE: July 1, 2026, 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 is seeking proposals from qualified masonry contractors to perform tuckpointing and mortar-joint restoration services at the City-owned facility located at 21 S. Broadway, Aurora, IL 60505. The scope of work includes the removal of deteriorated mortar, joint cleaning and preparation, installation of new mortar, brick replacement as required, and all associated restoration activities necessary to ensure a durable and uniform finish.

2. TIMELINE

Release Project Date:	June 8, 2026
Pre-Proposal Meeting (Mandatory):	June 18, 2026, 11:00am 44 E. Downer Place, Council Chambers (2nd Floor) Aurora, IL 60505
Question Submission Deadline:	June 22, 2026, 11:00am
Question Response Deadline:	June 26, 2026, 11:00am
Response Submission Deadline:	July 1, 2026, 11:00am We will meet on the second (2nd) floor in the council chambers. There will be a mandatory sign in sheet upon arrival. Parking can be found on the street wherever available.

3. ACCEPTANCE OF BID PROPOSALS

a. Bidders intending to respond to this solicitation must create a free account with [OpenGov Procurement](#). Registration is required to establish a communication link with the City. The Bidder, and not the City, is solely responsible for obtaining all addenda issued for this solicitation. Addenda and other relevant information will be posted through the City's E-Procurement System. Notifications of issued addenda will be emailed to all persons registered as following this bid. Failure of any Bidder to receive any addendum or interpretation shall not relieve the Bidder of any obligation under its submitted Bid Proposal. All addenda issued shall become part of the Contract Documents. **Paper submissions will not be accepted.**

b. Bids will be accepted only through the City's E-Procurement System, OpenGov, up to the date and time specified in the solicitation. The official system clock within the City's E-Procurement System shall govern all submission deadlines. Late submissions will not be accepted under any circumstances, including technical difficulties such as internet connectivity issues. The City strongly encourages Bidders to complete submissions well in advance of the deadline. All bids must include all requested information

and all required forms, certificates, affidavits, and addendum acknowledgments to be considered responsive.

c. Bids shall be submitted on the forms provided and must include all required information and certifications. Bids submitted in any other manner, or failing to include all required information or certifications, may be rejected as non-responsive. Bids may be modified or withdrawn prior to the bid opening deadline through the City's E-Procurement System. Each Bid shall include the legal name of the Bidder, complete mailing address, and electronic signature of a person legally authorized to bind the Bidder. The printed or typed name of the authorized signer shall also be provided.

d. The City of Aurora reserves the right to accept or reject any or all bids, in whole or in part, to accept alternate bids, and to waive any immaterial defect, technicality, informality, or irregularity in any bid received. Unless otherwise specified, the City reserves the right to hold bids for ninety (90) days following the bid opening date. By submitting a bid, the Bidder agrees to accept a Notice of Award if issued within this ninety (90) day period. The City further reserves the right to cancel this solicitation at any time without liability for any costs incurred by any Bidder in preparing or submitting a Bid Proposal. Each Bidder assumes sole responsibility for all costs associated with preparation and submission of its Bid Proposal.

e. While price is an important consideration, the City will also evaluate qualifications, experience, demonstrated capacity, responsiveness to the solicitation requirements, and overall ability to successfully perform the Work. No Bid Proposal will be considered unless the Bidder provides evidence satisfactory to the City demonstrating the necessary facilities, experience, equipment, personnel, and financial resources required to perform the Work. The Bid will be awarded to the lowest responsive and responsible Bidder. In determining responsibility, the City may consider factors including, but not limited to:

- Prior performance history
- Experience on similar projects
- Ability to work cooperatively with the City
- Adequacy of equipment and staffing
- Ability to complete the Work within required timeframes
- Reliability, reputation, competency, and available resources

The City and its representatives may conduct any investigation deemed necessary to evaluate a Bidder's qualifications. The Bidder shall furnish all information 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 at any time prior to the submission deadline through the City's E-Procurement System by "un-submitting" the bid in OpenGov. After withdrawal, the Bidder may revise and resubmit its bid at any time prior to the submission deadline.

Bidders are strongly encouraged to carefully review their submissions before final submission. Negligence on the part of the Bidder in preparing a bid shall not confer any right to withdraw or modify the bid after the submission deadline.

No bid may be withdrawn after bid opening without the written approval of the Director of Purchasing. Requests for withdrawal after bid opening must be submitted in writing by an authorized representative of the Bidder.

Bids received after the date and time specified for submission will not be opened or accepted.

6. BID DEPOSIT

Each Bidder shall deposit with Bid a Bid guarantee consisting of a bank draft, Bid bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable to the order of the City, in an amount not less than ten percent (10%) of the total amount of the Bid submitted, as a guaranty that in case the Bidder's Bid is accepted, the Bidder shall within one day after the date of such acceptance and notification thereof, deliver to the City a contract signed and executed by the Bidder, proper insurance certificates and a Performance and Payment Bond in one hundred percent (100%) of the contract sum furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the City as security for payment of labor and materials and for the faithful performance of the contract and compliance with the provisions of law relating to the payment of prevailing rate of wages. **Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov.** Upon notification from the City, Bidder's must deliver ORIGINAL Bid Deposit within three (3) business days. All Bid deposits will be retained by the City until a Bid award is made, at which time the Bid deposit will be promptly returned to the unsuccessful Bidders. The Bid deposit of the successful Bidder will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the Bidder shall not be considered complete, until final inspection and acceptance by the City of the Bidder's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Execution of the contract is contingent upon receipt of an acceptable Performance and Payment Bond and any required certificates of insurance. Upon failure to meet the requirements of this paragraph, the Bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the aforementioned amount.

7. AWARD

It is the intent of the City to award the Contract to the lowest responsive and responsible Bidder meeting the requirements of the Invitation to Bid and Contract Documents. In determining responsiveness and responsibility, the City may consider factors including, but not limited to: (a) compliance with the requirements

of the solicitation and Contract Documents; (b) bid price; (c) the Bidder's qualifications, experience, financial capacity, and past performance on similar projects; (d) the Bidder's ability to provide the personnel, equipment, and resources necessary to perform the Work; (e) the Bidder's ability to complete the Work within the required timeframe; and (f) any other factors permitted by applicable law and deemed relevant by the City in determining the Bidder's responsibility.

Any Bid that limits, modifies, or conditions the requirements of the Invitation to Bid or Contract Documents may be deemed non-responsive and rejected by the City.

The City reserves the right to reject any or all Bids, waive informalities or minor irregularities in any Bid received, and to delete, add, or modify portions of the Work prior to award, as permitted by law.

8. PRICES

The prices submitted shall constitute full compensation for all labor, materials, equipment, tools, transportation, supervision, permits, insurance, bonds, overhead, profit, and all other costs necessary to complete the work in accordance with the Contract Documents. Unless otherwise specified, all bid prices shall remain firm for the duration of the Contract.

Bid prices shall not include local, state, or federal taxes from which the City is exempt. In the event of a discrepancy between a unit price and the extended total, the unit price shall govern.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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).

16. DATA

Bidders shall provide complete and detailed information describing the materials, products, methods, and services proposed for the Project. Supporting documentation, including product data sheets, manufacturer specifications, and other relevant information demonstrating compliance with the Contract Documents, shall be submitted with the Bid.

17. QUESTIONS

Bidders shall submit all questions, requests for clarification, and requests for alternates or substitutions related to this solicitation through the City's E-Procurement System (OpenGov) no later than the date and time specified in the solicitation. Questions submitted by any other means will not be accepted or answered.

Responses to inquiries and any resulting addenda will be posted through the City's E-Procurement System. Bidders may select the "Follow" option within OpenGov to receive email notifications regarding questions, answers, addenda, and other solicitation updates.

No questions will be accepted or answered after the established deadline. It is the responsibility of each Bidder to monitor the City's E-Procurement System and ensure receipt of all addenda issued prior to the bid submission deadline. All addenda issued shall become part of the Contract Documents.

18. 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 shall, upon award, execute a written Contract with the City of Aurora incorporating the requirements of the Invitation to Bid and the Contract Documents. The successful Bidder shall also furnish and maintain insurance coverage meeting the requirements set forth in the Contract Documents, including, but not limited to, commercial general liability, automobile liability, workers' compensation, and employer's liability insurance.

2. Mandatory Site Visit

The site visit will start promptly at 11:00am June 18th, 2026 located at 44 E. Downer Place. There will be no late admissions. If the bidder is not present at the start of the meeting, they will not be allowed to participate in the solicitation.

3. 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.

4. BONDS AND INSURANCE

The Bidder will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the full contract price, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

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

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

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

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

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

5. INVESTIGATION

It shall be the responsibility of each Bidder to thoroughly examine the Invitation to Bid, Contract Documents, Addenda, project site conditions, and all other information relevant to the Work. Bidders shall make all investigations necessary to determine the conditions and requirements affecting the performance and cost of the Work.

By submitting a Bid, the Bidder acknowledges that it has carefully reviewed the Contract Documents, is familiar with the project requirements and site conditions, and has made due allowance in its Bid for all conditions that may affect the performance of the Work, including applicable federal, state, and local laws, regulations, codes, labor conditions, and material availability.

No additional compensation or adjustment to the Contract Price shall be granted due to the Bidder's failure to properly examine the Contract Documents, investigate site conditions, or otherwise obtain information reasonably necessary for the preparation of its Bid.

6. 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.**

7. ALTERNATE PROPOSALS

The specifications and Contract Documents have been prepared to describe the Work and establish the minimum requirements necessary to meet the City's needs. Bidders proposing materials, products, methods, or equipment that differ from those specified, but which they believe to be equal, shall submit requests for review through the City's E-Procurement System (OpenGov) by the designated date and time.

All requests for clarification, substitutions, or alternate materials, products, or methods must be submitted through OpenGov. Responses to inquiries and determinations regarding proposed substitutions or alternates will be issued by addendum and posted to the City's E-Procurement System. Interested bidders are encouraged to select the "Follow" option within OpenGov to receive notifications of addenda and other updates. It is the responsibility of each Bidder to ensure receipt of all addenda issued prior to the bid submission deadline.

The Director of Purchasing reserves the right to accept or reject any proposed substitution, alternate, or deviation from the specifications and Contract Documents. Any deviation determined to constitute a material nonconformity with the requirements of the solicitation may result in the Bid being deemed non-responsive.

8. 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!***

9. DEFAULT

Time is of the essence with respect to the performance of the Work. The successful Proposer shall complete the Work within the time specified in the Contract Documents. Failure to diligently prosecute the Work or to achieve completion within the required timeframe may constitute a default under the resulting Contract.

In the event of a default, the City reserves the right, in addition to any other rights and remedies available under the Contract or applicable law, to terminate the Contract upon written notice and to complete the Work by such means as the City deems appropriate. The successful Proposer, upon execution of the Contract, and its surety shall be liable for any additional costs incurred by the City as a result of such default.

10. 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.

11. WARRANTY

The Bidder warrants that all Work performed under the Contract shall conform to the requirements of the solicitation, including all plans, specifications, drawings, and Contract Documents. The Bidder further warrants

that all labor, materials, equipment, and workmanship furnished in connection with the Work shall be of good quality, free from defects, and suitable for their intended purpose.

The Bidder further warrants that the Work shall be performed in a professional and workmanlike manner and in accordance with all applicable laws, codes, regulations, and industry standards. Any defective Work, materials, or workmanship identified during the applicable warranty period shall be corrected by the Contractor at no additional cost to the City.

12. 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.

13. PERMITS AND LICENSES

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

14. 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.

15. 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.

16. 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:VII, 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 30 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 (combined single limit)
 - (b) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Combined single limit not less than \$1,000,000
- (4) Umbrella excess liability of \$4,000,000 per occurrence, \$4,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on the General, Auto Liability, and Umbrella 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 elected officials, employees, agents and volunteers 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.

The Bidder agrees to a waiver of subrogation. Neither the Bidder nor its insurers shall have the right to pursue the City to recover its costs associated with a claim arising out of the provision of the services required.

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.

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

The Bidder shall schedule and perform the Work in a manner that meets the requirements of the City and shall proceed expeditiously in cooperation with the City's agents, employees, contractors, and subcontractors. The Bidder shall make no claim against the City, and no claim shall be allowed, for damages arising from delays caused by the City, its agents, employees, contractors, or subcontractors. The Bidder's sole remedy for any such delay shall be an extension of the Contract Time, as determined by the City.

21. SPECIAL CONDITIONS

Wherever provisions contained in the Special Conditions and Specifications conflict with provisions contained in these Instructions to Bidders, the provisions of the Special Conditions and Specifications shall take precedence.

22. REGULATORY COMPLIANCE

The Bidder represents and warrants that all Work, labor, materials, equipment, and services furnished under the Contract shall comply with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and requirements in effect at the time of performance, including, but not limited to, the Occupational Safety and Health Act (OSHA), as amended.

The Contractor shall be responsible for maintaining a safe work environment and for complying with all applicable health and safety requirements related to the performance of the Work. Where applicable, the Contractor shall provide current Safety Data Sheets (SDS) for all hazardous materials used or stored on the Project site in accordance with the Illinois Toxic Substances Disclosure to Employees Act and all other applicable laws and regulations.

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.

28. TERMS

The Contract shall commence on the Effective Date and shall remain in effect until the Work has been completed and accepted by the City, unless terminated earlier in accordance with the Contract Documents.

SCOPE OF WORK

1. Exterior Masonry Restoration: Tuckpointing and Mortar Joint Repair at 21 S. Broadway, Aurora, IL

Project and Scope

- The contractor shall provide all labor, materials, equipment, and supervision required to perform tuckpointing and mortar-joint restoration on the designated wall areas as identified by the Owner. Work shall include removal of deteriorated mortar, cleaning of joints, installation of new mortar, brick replacement where needed, and final cleanup.

Existing Conditions and Protection

- Contractor shall inspect the work area prior to mobilization and notify the Owner of any conditions that may affect the work.
- Protect adjacent surfaces, windows, doors, landscaping, hardscape, and mechanical equipment from dust, debris, staining, and damage.
- Any damage caused by contractor activities shall be repaired at no additional cost to the Owner.

Mortar Removal

- Remove deteriorated, loose, cracked, or unsound mortar to a minimum depth of 3/4 inch or until sound mortar is reached.
- Remove all variations, protrusions, poorly bonded mortar, soft mortar, and remnants of previous patching.
- Mortar shall be removed using hand tools or low-vibration mechanical tools that will not damage surrounding masonry.
- No angle-grinder cuts deeper than the joint width are permitted unless specifically authorized.
- Removal activities must not chip, spall, or crack surrounding brick or block.

Joint Cleaning and Preparation

- After mortar removal, joints shall be brushed clean of dust and debris.
- Blow out joints using oil-free compressed air.
- Lightly dampen joints with clean water prior to installing new mortar to ensure proper curing and bonding.

New Mortar Requirements

- Mortar mix shall match the existing wall in color, texture, strength, and composition to the greatest extent feasible.
- Mortar shall comply with ASTM C270 for Type N unless otherwise specified or matched to existing conditions.

- Contractor shall submit a mortar color sample for Owner approval prior to installation.

Tuckpointing Installation

- Pack new mortar tightly into joints in layers not exceeding 3/8 inch, allowing each layer to reach thumbprint hardness before applying the next.
- Tool joints to match adjacent joint profiles.
- Ensure all joints are full, uniform, and free of voids.
- Remove excess mortar and clean brick faces without smearing.

Brick Replacement (If Required)

- If any bricks are deteriorated, cracked, spalled, or damaged beyond repair, the contractor shall remove and replace them.
- Replacement bricks shall match the existing brick in color, size, and texture as closely as possible.
- All replacement work shall blend seamlessly with the surrounding masonry to maintain uniform appearance.

Final Cleaning

- Once mortar has cured, clean masonry surfaces using non-acidic, manufacturer-approved cleaning methods.
- No abrasive cleaning or pressure washing exceeding 400 PSI is permitted.

Schedule

Contractor shall include a proposed schedule with their submission, including:

- Mobilization date
- Estimated duration
- Daily work hours
- Any required staging, scaffolding, or lift equipment

Contractor Qualifications

- Provide evidence of at least five (5) years of experience in masonry restoration.
- Provide three (3) relevant project references completed within the past three years.
- Provide proof of insurance, including general liability, workers' compensation, and any required bonding.

Quality Assurance

- All work shall conform to best masonry practices and accepted tuckpointing standards.
- Work shall be subject to inspection by the Owner at any time.

- Any defective or improperly executed work shall be removed and replaced at no additional cost to the Owner.

Warranty

- Contractor shall provide a minimum two-year warranty covering material failure, mortar cracking, debonding, or joint separation.

PRICING TABLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump Sum Cost for Tuckpointing and Masonry Repairs per Specifications	1	LS		
TOTAL					

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 deponent 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. City of Aurora Terms and Conditions Acknowledgement*

By submitting a response to this solicitation, the Vendor acknowledges and agrees to the following:

I acknowledge that all solicitation documents, specifications, addenda, and my submitted response shall be incorporated into and form part of any resulting award.

I agree to provide all labor, materials, equipment, supervision, transportation, and incidental items necessary to perform the work as specified in the solicitation.

I understand that any resulting award shall remain in effect for the term specified in the solicitation and until all work is satisfactorily completed.

I agree that all pricing submitted shall remain firm for the period specified in the solicitation unless otherwise stated.

I understand that invoicing and payment shall be governed by the requirements of the solicitation and applicable Illinois law.

I agree to perform all work in a professional, timely, safe, and workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations, ordinances, codes, and permit requirements.

I agree to comply with all applicable licensing, labor, prevailing wage, equal employment opportunity, and workplace safety requirements.

I acknowledge the requirements of the Illinois Freedom of Information Act (FOIA) and agree to provide records as required by applicable law.

I understand that the City reserves the right to terminate any resulting award in accordance with the terms of the solicitation and applicable law.

I acknowledge that submission of a response does not constitute an award of contract and that no contractual relationship exists until the City issues a formal written award or authorization.

I agree to provide the required insurance coverage and certificates of insurance prior to commencing work, if awarded.

I agree to indemnify, defend, and hold harmless the City of Aurora as required by the solicitation documents and applicable law.

I agree that any resulting award shall be governed by the laws of the State of Illinois and that venue for legal actions shall be in Kane County, Illinois.

I acknowledge that the solicitation documents, addenda, and my submitted response shall constitute the entire agreement relating to this procurement.

I certify that I am authorized to submit this response and legally bind the Vendor to the requirements of this solicitation.

I have read, understand, and agree to all City of Aurora Terms and Conditions listed above and certify that I am authorized to bind the submitting firm.

☐ Please confirm

*Response required

8. Apprenticeship or Training Program Certification*

Please download the below documents, complete, and upload.

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

*Response required

9. Union/Apprenticeship Requested Documentation*

Please provide verification letter like sample attached.

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

*Response required

10. Local Vendor Preference Application*

Please download the below documents, complete, and upload.

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

*Response required

11. Certificate of Insurance (COI)*

A prospective contractor shall submit a compliant Certificate of Insurance (COI) with its bid or proposal, evidencing the coverage required for the project in accordance with City of Aurora Policy No. 2026-2502-002. All required insurance policies must remain in full force and effect for the duration of the project.

*Response required

12. Licensing/Certifications*

Please provide copies of all current licenses, certifications, and registrations applicable to the Work being bid. All licenses and certifications must be valid and in good standing at the time of bid submission.

*Response required

13. Additional Information

Invitation For Bid #26-054

Title: Exterior Masonry Restoration Service

Invitation For Bid #26-054
Title: Exterior Masonry Restoration Service