



City of Aurora, IL

**ORCHARD ROAD NOISE BARRIER DESIGN**  
**25-194**

RELEASE DATE: August 29, 2025

DEADLINE FOR QUESTIONS: September 9, 2025

RESPONSE DEADLINE: September 17, 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>

## Table Of Contents

1. INSTRUCTIONS TO CONSULTANTS
2. GENERAL REQUIREMENTS
3. SOQ REQUIREMENTS
4. SCOPE OF SERVICES
5. SELECTION CRITERIA
6. VENDOR SUBMISSIONS

### Attachments:

A - Project Location Map

## INSTRUCTIONS TO CONSULTANTS

### 1. SUMMARY

The City of Aurora, Illinois (City) is in need of professional services from qualified engineering consultant for professional engineering design of a sound wall/noise barrier. This design is to replace an existing wooden fence along 6,265 linear feet of Orchard Road.

### 2. TIMELINE

Release Project Date:	August 29, 2025
Question Submission Deadline:	September 9, 2025, 12:00pm
Question Response Deadline:	September 11, 2025, 2:00pm
Response Submission Deadline:	September 17, 2025, 11:00am

### 3. ACCEPTANCE OF PROPOSALS

- a. Proposers 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 Proposer, 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 Proposal. Failure of any Proposer to receive any such addenda or interpretation shall not relieve such Proposer from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.**
- b. Proposals 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 Proposals shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.
- c. The City reserves the right to reject any and all proposals or parts thereof and to waive any technicalities and irregularities in the proposals and to disregard all nonconforming or conditional proposals or counter-proposals and to hold the proposals for ninety (90) days from the opening date set forth above. Proposer agrees to accept a notice of award, if selected, based on the terms of this 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 Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.
- d. Product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the

conditions of the contract and execute the Work should the contract be awarded to him. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The contract will be awarded to the highest scoring responsible Proposer. In determining the responsibility of any Proposer, the City may take into account other factors, such as past records of its or other entities transactions with the Proposer, 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 Proposal 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 Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

#### **4. RECEIPT OF PROPOSALS**

- a. Proposals 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 Proposer to see that their Proposal is received in the proper time.
- b. Proposals must be submitted electronically via the City's E Procurement System. There will be no exceptions!

#### **5. WITHDRAWAL OF PROPOSALS**

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

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

#### **6. QUESTIONS**

Proposers shall submit all inquiries, including requests for alternates or substitutions regarding this proposal, 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. Proposers may also click "Follow" on this proposal to receive an email notification when answers are posted.

**No questions will be accepted or answered verbally.**

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

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

## **7. INVESTIGATION**

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer 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 Proposer.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal 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 Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the contract, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed himself, because of his failure to have so informed himself prior to the Proposal. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Proposal Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Proposal for all contingencies. Before any award is made of the contract to the Proposer, the Proposer may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

## **8. PROPOSER QUALIFICATION**

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

- Evidence of collusion among Proposers.
- Receipt of more than one Proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.  Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- Any Proposer who owes the City money may be disqualified at the City's discretion.
- From the issuance of this document through the execution of the award, potential vendors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents or elected officials.

## **9. 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. Proposers desiring to submit a 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. Proposers shall submit all inquiries, including requests for alternates or substitutions regarding this proposal 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. Proposers may also click "Follow" on this proposal to receive an email notification when answers are posted. It is the responsibility of the Proposer to check the website for answers to inquiries. 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 a material nonconformity with the specifications of the Proposal.

## **10. PROPOSAL AWARD**

Except as otherwise may be stated in the Specifications, Proposal award shall be made to the highest scoring Proposer meeting the requirements and/or intent of the specifications and best responding to the needs of the City, in the City's sole discretion. However, if the Proposer modifies limits, restricts or subjects his Proposal to conditions that would change the requirements of the specifications, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the Proposal Package.

## **11. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS**

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

## **12. ELIGIBILITY**

By signing this Proposal, the Proposer hereby certifies that they are not barred from proposing 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).

## **13. SIGNATURES**

Each Proposal must be signed by the Proposer with his/her usual signature. 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. 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 Proposal, its agent must present legal evidence that he has lawful authority to sign said 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 Proposer, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Proposals 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. 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 Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

#### **14. 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 CONSULTANT

The successful Proposer may be required to enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package.

### 2. CITY'S AGENT

The Purchasing Director, or delegate, shall represent and act for the City in all matters pertaining to the Proposal and contract in conjunction thereto.

### 3. PAYMENTS

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.)

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.

**All invoices MUST contain a valid City of Aurora issued purchase order.**

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

[PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us)

or Mail to the following address:

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

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

### 4. 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.

### 5. COMPLIANCE WITH LAWS AND REGULATIONS

The Proposer 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, 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.

## **6. DEFAULT**

Time is of the essence of this Proposal 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 Proposal by notice effective when received by Proposer, 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 Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

## **7. CANCELLATION**

The City reserves the right to cancel the whole or any part of the contract if the Proposer fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Proposer 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.

## **8. INSURANCE AND HOLD HARMLESS PROVISIONS**

At the Proposer's expense if applicable, the Proposer shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Proposer's operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, 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".

If requested, the awardee of this Proposal 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 Proposer 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 Proposer 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 Proposer or his Subcontractors. The Proposer 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

## **9. SUBLETTING OR ASSIGNMENT OF WORK**

If the Proposer 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 Proposer; 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 Proposer 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 Proposer 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.

## **10. WORKERS COMPENSATION ACT**

The Proposer 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 Proposer 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 Proposer 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 Proposal, and any and all liability resulting thereupon; and said Proposer, 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 Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

### **11. MINORITY PARTICIPATION**

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

### **12. PROSECUTION OF WORK**

The Proposer shall begin the Work to be performed under the Proposal as specified in the specifications after the execution and acceptance of the Proposal, 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 Proposal.

### **13. TIME**

Proposer shall schedule its Work to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agent, employees, contractors and subcontractors. Proposer shall make no claim against the City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, contractor or subcontractors. Proposer's sole remedy for delay shall be an extension in the contract time.

## SOQ REQUIREMENTS

All SOQ submittals must be thorough, complete, and accurate. The submittal shall be a single .pdf document, no more than 15 pages. This limit includes any cover letter, tabs, section breaks, cover pages, back pages, etc. Section breaks, cover pages, back pages, etc. are not required. The submittal should include the following information:

- A. Cover letter on the consultant's letterhead transmitting the qualifications, including the name of the consulting firm, local address, telephone number and name of contact person (with email address). The cover letter should also include the City's bid number (25-194).
- B. Current Illinois Department of Transportation (IDOT) prequalification status. The submittal should include documentation of the prime and any sub-consultant's current prequalification status.
- C. List of relevant projects recently completed which were similar in nature to this project. Provide a description of each project, including location, project team, and construction cost for each project. If the project was on an IDOT state letting, provide the letting date and item number and/or contract number.
- D. List of key staff with brief resumes that would be assigned to the project including the lead Design Engineer and any other relevant staff (including sub-consultants). Also, include any sub-consultants that will be utilized to complete the project, including the relevant prequalification categories for each sub-consultant. An organization chart is optional. The consultant should indicate if key staff is proposed in any other professional services selection processes that are outstanding between now and when a selection will be made on this project.
- E. Brief technical approach describing the consultant's abilities to perform the required Engineering Design services. This should be a maximum of three (3) pages.
- F. Detailed schedule of anticipated start dates and completion dates for major tasks listed in the scope of services and in general for the Phase I Engineering Services. A general time frame of Phase II activities should be provided as well. At a minimum, the schedule shall include: Phase I agreement processing, Phase I PDR approval, Phase II agreement processing, and anticipated bidding date.
- G. List of three (3) references including name, job title, telephone number, and email address. The references should not be current City of Aurora employees and preferably, should have experience working for a local agency on similar projects.

The City of Aurora reserves the right at any time and for any reason to cancel this consultant procurement process, to reject any or all SOQ's, or to accept an alternative SOQ. The City of Aurora reserves the right to discard any immaterial SOQ. The City and/or staff may seek clarification from a submittal at any time and respond promptly if there is cause for rejection. The City of Aurora will not be liable in any way for any costs incurred by consultants in replying to this request.

## **SCOPE OF SERVICES**

### **1. Orchard Road Noise Barrier Design**

Professional Engineering design of a sound wall/noise barrier to replace an existing wooden fence along 6,265 linear feet of Orchard Road (Kane County Highway 83).

Prior to drafting design documents for construction, the selected consultant shall make recommendations for material type and height based on experience, observed conditions along the corridor, and potentially any recommended cost-effective noise testing or monitoring. These recommendations will include cost estimates for the type recommended as well as for any viable alternative wall types and/or sizes. These recommendations, as well as eventual draft iterations of the design documents, will be subject to review and approval by the City of Aurora, Kane County, and potentially the owners of the adjacent single-family residences.

In addition to the preparation of design documents, the selected consultants may also be asked to participate in community engagement such as attending meetings and/or making brief presentations.

## SELECTION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Consulting Firm Qualifications, Experience, and References</b></p> <p>Provide at least three examples of similar projects completed by the responding firm within the past 10 years, including the scope, dates of service, points of contact (references), and project cost.</p>	Points Based	30 <i>(30% of Total)</i>
2.	<p><b>Staff Qualifications and Experience</b></p> <p>Provide relevant qualifications and experience of proposed staff members on similar projects. Brief resumes are encouraged.</p>	Points Based	30 <i>(30% of Total)</i>
3.	<p><b>Project Approach and Time Line</b></p> <p>Provide a summary of the anticipated scope, sequence and duration of design services as well as any potential approach and/or programs which may result in cost or time savings to the City.</p>	Points Based	30 <i>(30% of Total)</i>
4.	<p><b>Adherence to RFQ</b></p> <p>Provide the specific information requested in this RFQ</p>	Points Based	10 <i>(10% of Total)</i>

## VENDOR SUBMISSIONS

### 1. SOQ Submittal\*

See Section- SOQ Requirements and Selection Criteria

\*Response required

### 2. Proposer'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 equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).

D. 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.

E. The Proposer 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.

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

Please confirm

\*Response required

### 3. Proposer's Tax Certification\*

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

Proposer deposes, states and certifies that Proposer 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 Proposer 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. Standard City of Aurora Contract\*

Please download the below documents, complete, and upload.

Request For Qualification #25-194  
Title: Orchard Road Noise Barrier Design

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

\*Response required

# Exhibit "A" - Orchard Road Sound Wall Location Map



1:18,056

