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EVALUATION

RiverEdge Park Sound Improvement Bid Package

Invitation For Bid

Engineering

84014, 84084, 88011, 91109, 91110, 91509

Project ID: 26-002

Release Date: Monday, January 12, 2026

Due Date: Friday, February 6, 2026 11:00am

Posted Monday, January 12, 2026 3:00pm

Bid Unsealed Friday, February 6, 2026 11:00am by OpenGov Bot

Pricing Unsealed Friday, February 6, 2026 11:00am by OpenGov Bot

All dates & times in Central Time

1. INSTRUCTIONS TO BIDDERS

1.1. SUMMARY

The City of Aurora invites qualified vendors to bid on the RiverEdge Park Sound Improvement Package, the base bid includes the purchase of sound equipment to serve the expanded areas of RiverEdge park. An alternate bid includes the install of the proposed equipment.

1.2. TIMELINE

Release Project Date:	January 12, 2026
Question Submission Deadline:	January 21, 2026, 11:00am
Response Submission Deadline:	February 6, 2026, 11:00am

1.3. 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 addenc ··· 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.

1.4. RECEIPT OF BID PROPOSALS

a. **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.
b. **Bids must be submitted electronically via the City's E Procurement System. There will be no exceptions!**

1.5. 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.

1.6. 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.

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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.

1.11. 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.

1.12. 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.

1.13. 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.

1.14. 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).

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.

1.16. QUESTIONS

Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid, up to, but **no later than the designated date and time as specified via the City's E Procurement System, OpenGov.** All answers to inquiries will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted.

No questions will be accepted or answered verbally.

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

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

1.17. 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.

2. GENERAL REQUIREMENTS

2.1. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed contract 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.

2.2. 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.

2.3. BONDS AND INSURANCE

The Bidder may 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.

2.4. 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.

2.5. 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.**

2.6. 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.

2.7. 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!***

2.8. 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.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. PERMITS AND LICENSES

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

2.13. 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.

2.14. 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.

2.15. 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.

2.16. 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.

2.17. 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.

2.18. 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.

2.19. 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.

2.20. 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.

2.21. 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.

2.22. 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.

2.23. 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.

2.24. 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.

2.25. 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**.

2.26. 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.

2.27. 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.

2.28. 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.

3. SCOPE OF WORK

3.1. General Description

The City of Aurora invites qualified vendors to bid on the RiverEdge Park Sound Improvement Package, the base bid includes the purchase of sound equipment to serve the expanded areas of RiverEdge park. An alternate bid includes the install of the proposed equipment.

Release Project Date:	January 12, 2026
Question Submission Deadline:	January 21, 2026, 11:00am
Response Submission Deadline:	February 6, 2026, 11:00am

Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid, up to, but **no later than the designated date and time as specified.**

3.2. SPECIAL PROVISIONS

The following Special Provisions supplement the General Specifications and the City of Aurora's Standard Specifications for Improvements. These special provisions apply to and govern the proposed improvement designated as the **RiverEdge Park Sound Improvements Bid Package** and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT:

Name: RiverEdge Park Sound Improvements Bid Package

Location: 310-400 N. Broadway Avenue in Aurora, Illinois

Proposed Improvement: Itemized list of sound equipment is required to serve expanded areas of RiverEdge Park. Base bid includes purchase of equipment and alternate bid includes the potential installation of specified equipment.

Project Award

The City intends to pursue a contract with the lowest qualified bidder. It is anticipated that City Council approval could be obtained as early as 2/24/26 City Council meeting. The City intends to issue a notice of intent pending recommendation for approval at the committee level on 2/9/26. The City will decide during the award of the contract whether to award the alternate bid to have the contractor install the equipment or if the alternate bid is not awarded and the City will use staff to install the equipment. Raceways and wire required for equipment installation have already been installed and is ready for connection. The City reserves the right to add or deduct quantities of the requested items being purchased.

If selected for installation, the Contractor shall coordinate with City IT staff to ensure that the installation of equipment does not interfere with existing equipment at River Edge Park, including closed-circuit television (CCTV) cameras and Wi-Fi devices. The Contractor shall work with City IT staff to test and verify that the installed equipment causes no radio frequency interference or obstruction of sight lines.

Alterations to Project by Engineer

The Engineer reserves the right to alter the Plans and details, extend or shorten the improvement, add such work as deemed necessary, increase or decrease the quantities of work to be performed, and/or eliminate entire pay items all in accordance with Section 104 of the Standard Specifications, except that the Contractor shall not be entitled to additional compensation or lost profits in the event that quantities are reduced below the original contract quantities, or in the event pay items are deleted entirely.

Substitution of Materials and Equipment

Contractor shall be required to submit material specifications and/or shop drawings for approval of all equipment by owner prior to placing equipment order. Wherever in these specifications or on the Plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite

reference is made in these specifications to any such material or equipment, is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Owner of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work

Responsibility of Work

During the progress of the work the Contractor shall assume total risk and liability and will be responsible for any and all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including actions of Subcontractors or Material Suppliers.

Completion Date

The Contractor agrees to execute a Contract within **fifteen (15)** days after Notice of Award of the Contract.

The Contractor will be required to submit material specifications and/or shop drawings to the owner for review and approval no later than **ten (10)** calendar days after the execution and approval of the contract. Approved Equipment shall be delivered to the owner no later than **March 31, 2026**.

If the City approves the alternate bid with the Contractor, then installation of the proposed equipment shall have a completion deadline of **May 29, 2026**.

Performance Guarantee of Work

If after the approval of final payment for each class of work and prior to the expiration of 1 year after the date of approval of said final payment, or such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with written directions of the City, remove it from the site and replace it with non-defective work to the satisfaction of the Engineer.

Failure of the Contractor to complete or to remedy defective work within a reasonable time (not to exceed 30 days of notice to Contractor in any event) shall be deemed a default and the City may take steps as it deems necessary to complete or remedy said work and charge the cost thereof to the Contractor.

Work Days and Hours

The allowed hours of work are between 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturdays. No work shall be done on Sundays or Holidays.

Equipment shall not be started before 6:45 AM.

Incidental Work

All work required to install the improvements shown or called for on the Plans and in the specifications, shall be incidental to the various bid items in the proposal even though a specific item is not shown, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment will be allowed or a unit price is provided for said work in the Contract.

3.3. South Lawn Background Music System

JBL Control® 25-1 Background Music Speaker

Background music speakers shall be JBL Control 25-1 per the specifications listed below or an owner approved equal.

- 5-¼” woofer with woven fiberglass cone
- 3/4” PEI diaphragm tweeter with fluid cooling
- (7.5 lbs) each
- Contemporary, high-design appearance
- Built-in InvisiBall® mounting hardware*
- Weather resistant enclosure and transducers
- Wide 100° x 100° coverage
- 100 Watt power handling (200 Watt program) in direct 8Ω setting, plus built-in 30 Watt
- 70V/100V multi-tap transformer.
- High fidelity sound character with broad frequency response of 60 Hz – 20 kHz
- 110 dB average Continuous Pink Noise (116 dB peak)
- IP55 Rated WeatherMax™ Grill
- With JBL MTC-PC2 Weather Resistant Panel Cover
- Speaker to be fully IP55 or better rated.

Speakers shall be located at the following locations in accordance with the attached speaker layout plan.

A. South Lawn mounted on poles – 14 EA

B. Back of Beverage Pavilion – 7 EA

C. South Gate – 10 EA

*Speakers not installed on poles to be mounted on structure at locations specified in the speaker layout plan utilizing a JBL MTC-28/25 CM ceiling mount adapter for control 28/25 PrBL, part to be paid for separately. Speakers installed on poles to be mounted on pole at locations specified in the speaker layout plan utilizing an Adaptive Technologies Group PM-010 vertical mount, part to be paid for separately.

Base bid shall include the unit price per EACH for providing a JBL Control® 25-1 Background music speaker with all components listed above.
Alternate bid shall include the price to install each speaker within the LUMP SUM unit price. Speakers to be installed with speaker wire terminated to speaker on lighting poles and building matching preexisting system installed in park. Raceways and wire required for speaker installation have already been installed and is ready for connection.

JBL MTC-28/25 CM Ceiling Mount Adapter

JBL MTC-28/25 CM ceiling mount adapters shall be used to mount JBL Control® 25-1 Background music speakers on existing south lawn speaker mount poles per the specifications listed below or an owner approved equal. Locations shall be on the south gate or back of the beverage pavilion structures as shown in the speaker layout plan attached.

A. Universal pole adapter that adapts the MultiMount and U-Series speaker mounts to poles and columns using stainless steel banding.
B. Black paint finish
C. Black Powder Coat
D. Design Factor: 10:1 ratio

Base bid shall include the unit price per EACH for JBL MTC-28/25 CM Ceiling Mount Adapter which shall include the cost to provide each part but shall not include installation.
Alternate bid shall include the price to install each adapter within the LUMP SUM unit price.

Adaptive Technologies Group PM-010

Adaptive Technologies Group PM-010 vertical mounting brackets shall be used to mount JBL Control® 25-1 Background music speakers on existing south lawn speaker mount poles per the specifications listed below or an owner approved equal.

A. Universal pole adapter that adapts the MultiMount and U-Series speaker mounts to poles and columns using stainless steel banding.
B. Black paint finish
C. Black Powder Coat
D. Design Factor: 10:1 ratio

Base bid shall include the unit price per EACH for Adaptive Technologies Group PM-010 vertical mounting brackets per the specifications listed above which shall include the cost to provide each part but shall not include installation.
Alternate bid shall include the price to install each bracket within the LUMP SUM unit price.

Lab Gruppen D 40:4L Amplifier

Lab Gruppen D 40:4L Amplifier to be provided per the specifications listed below or an owner approved equal.

- 4,000 Watt amplifier with 4 flexible output channels and up to 2,000 Watts channel output
- Lake digital signal processing for unparalleled loudspeaker management and system control
- Integrated 8x8 channels of dual redundant Dante digital audio networking with AES67 support
- 4 x 800 Watts into 2 Ohms, 4 x 1,000 Watts into 2.67 Ohms, 4 x 1,000 Watts into 4 Ohms, 4 x 1,000 Watts into 8 Ohms, 4 x 700 Watts into 16 Ohms, 4 x 500 Watts into Hi-Z 25 V, 4 x 1,450 Watts into Hi-Z 70 V, 4 x 2,000 Watts into Hi-Z 100 V
- Proven and reliable IDEEA Class D Output Stage with direct drive 70 and 100V constant voltage systems as well as low impedance
- Input channels of AES/EBU (AES3) digital audio supporting all standard sample rates up to 192 kHz with 24-bit resolution
- 2 industry standard RJ-45 ports provide dual redundant Dante interfaces and remote configuration via Lake Controller and Dante Controller software
- Balanced analog and digital audio inputs and amplifier outputs on plug-in Phoenix
- Connectors detachable and locking IEC mains cable rated at 250 V / 16 A to be connected to provide. NEMA 5-20R outlet
- Amplifier to be installed with wires terminated in locations specified. Sound AV Rack.
- Provide all network cable required to connect amps to main and secondary switches in rack.

Base bid shall include the unit price per EACH for Lab Gruppen D 40:4L Amplifier per the specifications listed above which shall include the cost to provide each but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price. The location of the fan shall be in the Sound AV Rack. Amplifier Dante to be set up in redundant mode and connected to network switches in rack.

Middle Atlantic ERK Series 40RU AV Floor Standing Rack

A Middle Atlantic ERK Series 40RU AV Floor Standing Rack shall be provided per the specifications listed below or an owner approved equal.

- 40RU
- Standard front adjustable 10-32 threaded rackrail with numbered spaces
- Front and Rear Rack rails
- 25” Deep
- UL Listed in the US
- Rack sides include top and bottom venting
- Standard rear door

Base bid shall include the unit price per EACH for Middle Atlantic ERK Series 40RU AV Floor Standing Rack per the specifications listed above which shall include the cost to provide each part but shall not include installation. Alternate bid shall include the price to install each rack within the LUMP SUM unit price. The location of the rack shall be designated by the owner at the time of installation.

3U Horizontal Fan Panel Rack Air Flow

A 3U Horizontal Fan Panel shall be provided per the specifications listed below or an owner approved equal.

- Compatible with standard EIA 19" racks
- 200CFM or better
- Fans exhaust hot air

Base bid shall include the unit price per EACH for 3U Horizontal Fan Panel Rack Air Flow per the specifications listed above which shall include the cost to provide each part but shall not include installation. Alternate bid shall include the price to install each fan within the LUMP SUM unit price. The location of the fan shall be in the Middle Atlantic Floor Standing Rack.

Vertical Rack Power Distribution

Vertical Rack Power Distribution components shall be provided per the specifications listed below or an owner approved equal.

- Raceways for power vertically mounted inside 40RU rack
- (6) 20 AMP circuits
- (4) 30 AMP circuits
- Unit used must be compatible with rack
- Optional relay power sequencer

Base bid shall include the unit price per EACH for Vertical Rack Power Distribution components per the specifications listed above which shall include the cost to provide the parts but shall not include installation. Alternate bid shall include the price to install each part within the LUMP SUM unit price. The location of the power distribution components shall be in the Middle Atlantic Floor Standing Rack.

3.4. South Gate Background Music System

Lab Gruppen D 20:4L Amplifier

Lab Gruppen D 20:4L Amplifier to be provided per the specifications listed below or an owner approved equal.

- 2,000 Watt amplifier with 4 flexible output channels and up to 1600 Watts channel output
- Lake digital signal processing for unparalleled loudspeaker management and system control
- Integrated 8x8 channels of dual redundant Dante digital audio networking with AES67 support
- 4 x 400 Watts into 2 Ohms, 4 x 500 Watts into 2.67 Ohms, 4 x 500 Watts into 4 Ohms, 4 x 500 Watts into 8 Ohms, 4 x 700 Watts into 16 Ohms, 4 x 500 Watts into Hi-Z 25 V, 4 x 500 Watts into Hi-Z 70 V, 4 x 250Watts into Hi-Z 100 V
- IDEEA Class D Output Stage with direct drive 70 and 100V constant voltage systems as well as low impedance
- Input channels of AES/EBU (AES3) digital audio supporting all standard sample rates up to 192 kHz with 24-bit resolution
- 2 industry standard RJ-45 ports provide dual redundant Dante interfaces and remote configuration via Lake Controller and Dante Controller software
- Balanced analog and digital audio inputs and amplifier outputs on plug-in Phoenix
- Connectors Detachable and locking IEC mains cable rated at 250 V / 16 A to be connected to provide. NEMA 5-20R outlet
- Amplifier to be installed and terminated in locations specified. South Gate AV Rack.
- Provide all network cable required to connect amps to main and secondary switches in rack.

4L Amplifiers shall be located at the following locations in accordance with the attached speaker layout plan.

- South Gate
- Sound AV Rack
- Power IS25T-WP

Base bid shall include the unit price per EACH for Lab Gruppen D 20:4L Amplifier per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price. The location of the fan shall be in the South Gate AV Rack. Amplifier Dante to be set up in redundant mode and connected to network switches in rack.

12-Outlet Horizontal Rack Mount Metered PDU

12-Outlet Horizontal Rack Mount Metered PDU to be provided per the specifications listed below or an owner approved equal.

- (2) 5-15R; (10) 5-20R
- 20A resettable circuit breaker prevents dangerous overloads
- Mounts into 1U of space in EIA-standard 19 in. racks

Base bid shall include the unit price per EACH for 12-Outlet Horizontal Rack Mount Metered PDU per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price. The location of the fan shall be in the South Gate AV Rack.

Netgear GSM4230P-100NAS 24-Port

Netgear GSM4230P-100NAS 24-Port to be provided per the specifications listed below or an owner approved equal.

- 24 x Gigabit Ethernet PoE+ Ports
- 4 x Gigabit SFP Ports
- Rack-Mountable Design
- Profiles for Common Audio Protocols Dante, AVB,
- 1 RU, 7.9" deep rackmount with all power and Ethernet ports on the back.
- Fan/Passive Combo (Noise Level 34 dB) G. 9.5 lb / 4.3 kg
- IGMP Plus™ means AV-over-IP multicasting
- Longer brackets for recessed mounting

Netgear shall be located at the following locations in accordance with the attached speaker layout plan.

- South Gate Rack – 2 EA
- Sound AV Rack – 2 EA
- Sound FOH Rack – 2 EA
- Earth Deck Rack – 2 EA
- Back Stage Rack – 2 EA

Base bid shall include the unit price per EACH for Netgear GSM4230P-100NAS 24-Port per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the locations listed above.

10U Low-Profile Switch-Depth Wall-Mount Small Rack Enclosure, Hinged Back

10U Low-Profile Switch-Depth Wall-Mount Small Rack Enclosure, Hinged Back to be provided per the specifications listed below or an owner approved equal.

- Swings away from wall on hinge for easy back-door access
- Flow-through ventilation keeps equipment cool
- Secures 10U of 19 in. rack equipment up to 20.5 in. deep
- Steel cabinet vented at sides, front, top and bottom

Base bid shall include the unit price per EACH for 10U Low-Profile Switch-Depth Wall-Mount Small Rack Enclosure, Hinged Back per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the south gate location to be confirmed by the owner.

3.5. Restroom Speakers New Building

Yamaha VXH6B Ceiling Speakers

Yamaha VXH6B Ceiling Speakers to be provided per the specifications listed below or an owner approved equal.

- 2-way system with 6.5-inch woofer and 1-inch tweeter
- 70V Transformer taps 12 W, 6 W, 3 W, 1.5 W
- 120° conical (Half-space: 2π)
- Full-range power limiting to protect network and transducers
- Gripple Kit × 1, Euro Block (4 pin) × 1, Cushion Seal × 1, Back Cover Set × 1, Owner's Manual × 1, GRIPPLE Kit Installation Guide × 1
- Euroblock (4 pin) ×1 (input: +/ - , loop - thru: +/ -), Wire size : Min. AWG24 (0.2 sq), Max. AWG12 (3.5 sq)
- Install per layout provided drawings.

Base bid shall include the unit price per EACH for Yamaha VXH6B Ceiling Speakers per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at locations to be confirmed by the owner.

Netgear Compatible SFP+

Netgear Compatible SFP+ to be provided per the specifications listed below or an owner approved equal.

A. 1GBASE or more
B. To work with parks pre-installed fiber.
C. Provide short fiber cable to go from SFP to installed fiber panels
D. Singel mode fiber link
E. Gigabit of better connectivity
F. Duplex LC Connector
G. To be used at each location of sound AV network

Base bid shall include the unit price per EACH for Netgear Compatible SFP+ per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the south gate location to be confirmed by the owner.

3.6. DPS / Sound Network / Signal Distribution

Allen & Heath AHM-64

Allen & Heath AHM-64 to be provided per the specifications listed below or an owner approved equal.

- Locate in Earth Deck AV Rack Dante to new amps/ analogue to existing amps room 105
- Card to include Dante Allen & Heath SQ 64x64 Card 96kHz
- Flexible routing with configurable processing on all 64 outputs.
- Speaker processing with x-over filter, delay, limiter, PEQ and All-Pass Filters
- 12×12 Local Analogue I/OEvent Scheduler
- Priority Ducking
- 2x2 local GPIO plus networkable GPIO interface
- Custom Control app
- The routing matrix mixer shall be capable of mixing all inputs to all zones, as well as all zones to other zones.
- An RJ45 Control Network port shall be provided on the rear of the unit for connection to System Manager
- Analogue signal to be connected to existing amp Lab Gruppen C88:4. All other amps to be run over Dante.
- Connect push to talk mic into input 12

Base bid shall include the unit price per EACH for Allen & Heath AHM-64 per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

Allen & Heath CC-10 10" Touch Panel

Allen & Heath AHM-64 to be provided per the specifications listed below or an owner approved equal.

- The touch panel shall be pre-configured to run the Allen & Heath Custom Control app in kiosk mode and prevent unauthorized user access to system settings. It shall be capable of controlling an Allen & Heath AHM, Avantis and dLive mixing system
- Industry standard VESA 75x75 mounting points shall be provided for installation.
- The touch panel shall be powered via Power over Ethernet (PoE) or via an external 12V DC power supply.
- An RJ46 Gigabit Ethernet port shall be provided for connection to the control network.
- The touch panel shall have a minimum resolution of 1280x800 and minimum brightness of 500 cd/m2.

- One unit intended to be installed in Sound AV Rack with Middle Atlantic LCD rackmount or similar VESA 75mm recessed with screen flush to front of rack rail.
- One unit intended to be mobile on AH-CC-STN desktop stand

Base bid shall include the unit price per EACH for Allen & Heath AHM-64 per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

System Processor / LMX 88 Lake Audio System Processor

System Processor / LMX 88 Lake Audio System Processor to be provided per the specifications listed below or an owner approved equal.

- Scene Presets for Console Switching
- Individual Asynchronous Sample Rate Converters (ASRCs) on every digital input, ensuring pristine audio quality and synchronization
- 16 input routers with 4 failover levels each and up to 12 processed outputs
- High-quality 24-bit AD/DA with a robust 96kHz internal sampling frequency
- Redundant Dante/AES67 connections ensure reliable integration with IP-based audio networks
- 8 x XLR line inputs
- 4 x XLR (AES inputs)
- Dante audio outputs

Base bid shall include the unit price per EACH for System Processor / LMX 88 Lake Audio System Processor per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the Sound FOS Rack.

12U Vertical Rack Mount Case

12U Vertical Rack Mount Case to be provided per the specifications listed below or an owner approved equal.

- 4x4" Caster Wheels
- 20" Deep front to rear rail
- 4" Rack to Door
- Rack Shock Mount
- Front and rear rack rails
- 2x Sliding Slam Doors
- 3/8" 9mm plywood.
- Steel ball corners, dual anchor rivets

Base bid shall include the unit price per EACH for 12U Vertical Rack Mount Case per the specifications listed above, which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

4U Heavy Duty Rack Drawer, 18” Deep

4U Heavy Duty Rack Drawer, 18” Deep to be provided per the specifications listed below or an owner approved equal.

- Heavy Duty Rack Drawer with Space-Saving Flat Front Panel Reinforced Rack Mounting Ears
- M25 / M40 Cable Gland Knockouts for cable access at the rear with Slam latch

Base bid shall include the unit price per EACH for 4U Heavy Duty Rack Drawer, 18” Deep per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

OpticalCON QUAD Panel Mount

OpticalCON QUAD Panel Mount to be provided or an owner approved equal.

Base bid shall include the unit price per EACH for OpticalCON QUAD Panel Mount shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner. One each shall be installed at the FOH Rack and FOS Panel.

4 Fiber Broadcast Tactical Single mode, 50 ft

4 Fiber Broadcast Tactical Single mode, 50 ft Custom Deployable Fiber Optic Assembly with Ruggedized Neutrik OpticalCON QUAD Waterproof IP65 Rated to be provided or an owner approved equal.

Base bid shall include the unit price per EACH for 4 Fiber Broadcast Tactical Single mode, 50 ft which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

FOH DSP Control Computer

A front of house DSP Control Computer to be provided BY THE OWNER per the specifications listed below.

- Windows 11 Pro
- Intel® Core™ Ultra 7 256V Processor
- Memory 16 GB 8533MHz dual channel D. WiFi 7 802.11BE (2 x 2)
- USB-C® (Thunderbolt 4, USB 40Gbps, DP 2.1, PD 3.0)
- 14" WUXGA OLED (1920 x 1200) 60Hz, 16:10, OLED, 400 nits, 100% sRGB, 100% P3, Dolby Vision®, TÜV Low Blue Light Certification, Glass, 10-point Multi-Touch
- Yoga Pen

Base bid shall NOT include a unit price for front of house DSP Control Computer as it will be obtained by the OWNER via a separate bid.

Alternate bid shall include the price to install one unit within the LUMP SUM unit price at the location to be confirmed by the owner.

3.7. Beverage Pavilion (building B) and Hill Seating

ADAMSON IS7pxw Weatherized 70° x 40° Hill Seating Speakers

ADAMSON IS7pxw Weatherized 70° x 40° Hill Seating Speakers to be provided per the specifications listed below or an owner approved equal.

- IS7px is a passive 2-way, full range point source
- 2x ND7-LM16 Low-Mid drivers
- NH3-8 1.4” exit compression driver
- Dispersion pattern of 70° x 40° rotatable Installed for 70 H x 40 V
- IP67 Cable Gland with Weatherized
- Integrated Rigging System
- Frequency Range 80 Hz - 18 kHz
- Weatherized IP55 or better
- Power Handling AES 500 W / 2000 W Peak
- High yield strength stainless alloy with 100% corrosion resistance
- Additional weather protective mesh on the inside of the front grill

Base bid shall include the unit price per EACH for ADAMSON IS7pxw Weatherized 70° x 40° Hill Seating Speakers per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

Adaptive Technologies Group PM-24-6DOWN-G

Adaptive Technologies Group PM-24-6DOWN-G to be provided per the specifications listed below or an owner approved equal. Universal pole adapter that adapts the MultiMount and U-Series speaker mounts to poles and columns using stainless steel banding.

- To be used as Vertical mounting for music speaker on venues lighting poles.
- Rugged outdoor galvanized finish to ASTM A123 and ISO1461 specifications.
- Angled brace increases structural stability during severe
- Design Factor: 10:1 ratio

Base bid shall include the unit price per EACH for Adaptive Technologies Group PM-24-6DOWN-G per the specifications listed above which shall include the cost to provide each unit but shall not include installation.

Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

ADAMSON IS7p Vertical Bracket Weatherized

ADAMSON IS7p Vertical Bracket Weatherized to be provided per the specifications listed below or an owner approved equal.

- Yoke designed to mount and aim IS7pxw speakers
- Weather resistant

- Design Factor: 10:1 ratio

Base bid shall include the unit price per EACH for ADAMSON IS7p Vertical Bracket Weatherized per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

dbTechnologies IS25T-WP Passive Speaker

dbTechnologies IS25T-WP Passive Speaker to be provided per the specifications listed below or an owner approved equal.

- 2-Way Speaker
- IP55 Certified C. (15.4 lbs)
- Constant dispersion of 100°x60° Installed for 100 H x 60 V
- The rotatable horn allows for vertical and horizontal installations
- Finish Black
- WB-VIOX205V wall bracket to mount to preexisting mounting for EV Speakers TBD by vender

Base bid shall include the unit price per EACH for dbTechnologies IS25T-WP Passive Speaker per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

Lab Gruppen D 80:4L Amplifier

Lab Gruppen D 80:4L amplifier to be provided per the specifications listed below or an owner approved equal.

- 8,000 Watt amplifier with 4 flexible output channels and up to 4,000 Watts channel output
- Lake digital signal processing for unparalleled loudspeaker management and system control
- Integrated 8x8 channels of dual redundant Dante digital audio networking with AES67 support
- 4 x 2000 Watts into 2 Ohms, 4 x 2000 Watts into 2.67 Ohms, 4 x 2000Watts into 4 Ohms, 4 x 1,500 Watts into 8 Ohms, 4 x 750 Watts into 16 Ohms, 4 x 2000 Watts into Hi-Z 25 V, 4 x 1,450 Watts into Hi-Z 70 V, 4 x 2,000 Watts into Hi-Z 100 V
- Proven and reliable IDEEA Class D Output Stage with direct drive 70 and 100V constant voltage systems as well as low impedance
- Input channels of AES/EBU (AES3) digital audio supporting all standard sample rates up to 192 kHz with 24-bit resolution
- 2 industry standard RJ-45 ports provide dual redundant Dante interfaces and remote configuration via Lake Controller and Dante Controller software
- Balanced analog and digital audio inputs and amplifier outputs on plug-in Phoenix
- Locking 32 amp PowerCON. NEMA 5-20R outlet
- Amplifier to be installed with wires terminated in locations specified. Sound AV Rack.
- Amplifier Dante to be set up in redundant mode and connected to network switches in rack.
- Provide all network cable to connect amps to main and secondary switches in rack.

Base bid shall include the unit price per EACH for Lab Gruppen D 80:4L amplifier per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to serve the ADAMSON IS7pxw.

3.8. South Lawn (Jumbotron Speakers)

Chain hoists and custom carts for speaker arrays are not included with this bid package.

Adamson IS10 Weatherized (4 per Array)

Adamson IS10 Weatherized (4 per Array) to be provided per the specifications listed below or an owner approved equal.

- 2-way, full range line array cabinet
- 2x ND10-LM Low-Mid drivers (2x 16 Ω) and an NH4TA2 1.5” exit compression driver (8 Ω)
- Nominal dispersion pattern of 110° x 10° (H x V)
- Integrated Rigging System
- Frequency Range 80 Hz - 18 kHz
- High yield strength stainless alloy with 100% corrosion resistance
- Additional weather protective mesh on the inside of the front grill
- IP67 Cable Gland with Weatherized
- Weatherized IP55 or better

Base bid shall include the unit price per EACH for Adamson IS10 Weatherized (4 per Array) per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

Adamson IS119 Weatherized (1 per Array)

Adamson IS119 Weatherized (1 per Array) to be provided per the specifications listed below or an owner approved equal.

- Enclosure is loaded with a light weight, long excursion, 19" ND19-S Kevlar Neodymium drive
- Integrated Rigging System
- Frequency Range 30 Hz – 100Hz
- High yield strength stainless alloy with 100% corrosion resistance
- Additional weather protective mesh on the inside of the front grill
- IP67 Cable Gland with Weatherized
- Weatherized IP55 or better

Base bid shall include the unit price per EACH for Adamson IS119 Weatherized (1 per Array) per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

IS119/IS10 Support Frame Weatherized

IS119/IS10 Support Frame Weatherized to be provided per the specifications listed below or an owner approved equal.

Base bid shall include the unit price per EACH for IS119/IS10 Support Frame Weatherized per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

Moving Point Extended Beam Weatherized

Moving Point Extended Beam Weatherized to be provided per the specifications listed below or an owner approved equal.

Base bid shall include the unit price per EACH for Moving Point Extended Beam Weatherized per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

Lab Gruppen D 120:4L Amplifier

Lab Gruppen D 120:4L amplifier to be provided per the specifications listed below or an owner approved equal.

- 12,000 Watt amplifier with 4 flexible output channels and up to 4,400 Watts channel output
- Lake digital signal processing for unparalleled loudspeaker management and system control
- Integrated 8x8 channels of dual redundant Dante digital audio networking with AES67 support
- 4 x 3000 Watts into 2 Ohms, 4 x 3000 Watts into 2.67 Ohms, 4 x 3000Watts into 4 Ohms, 4 x 1,900 Watts into 8 Ohms, 4 x 950 Watts into 16 Ohms, 4 x 3000 Watts into Hi-Z 25 V, 4 x 1,450 Watts into Hi-Z 70 V, 4 x 3,000 Watts into Hi-Z 100 V
- Proven and reliable IDEEA Class D Output Stage with direct drive 70 and 100V constant voltage systems as well as low impedance
- Input channels of AES/EBU (AES3) digital audio supporting all standard sample rates up to 192 kHz with 24-bit resolution
- 2 industry standard RJ-45 ports provide dual redundant Dante interfaces and remote configuration via Lake Controller and Dante Controller software
- Balanced analog and digital audio inputs and amplifier outputs on plug-in Phoenix
- Connectors detachable and locking 32 amp PowerCON. NEMA 5-30R outlet
- Amplifier to be installed with wires terminated in locations specified. Sound AV Rack.
- Amplifier Dante to be set up in redundant mode and connected to network switches in rack.
- Provide all network cable to connect amps to main and secondary switches in rack.

Base bid shall include the unit price per EACH for Lab Gruppen D 120:4L amplifier per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the locations to be confirmed by the owner.

3.9. Backstage Sound I/O

6RU ATA Style Flight Case

6RU ATA Style Flight Case to be provided per the specifications listed below or an owner approved equal.

- Front and Rear Rack Rail
- 19” Deep
- Back and Front Removable Lids
- Industrial strength latches and rubber feet
- Recessed spring action handle on 2 sides

Base bid shall include the unit price per EACH for 6RU ATA Style Flight Case per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

Yamaha Rio1608-D3 16-input/8-output Dante Stage Box

Yamaha Rio1608-D3 16-input/8-output Dante Stage Box to be provided per the specifications listed below or an owner approved equal.

- 16 x 8 analog I/O
- Sampling frequency for external clock: 44.1kHz, 48kHz, 88.2kHz, 96kHz
- Redundant power supplies
- Connects directly to a Dante digital audio network
- Optimized dynamic range and noise
- Headphone jack for monitoring
- 32-bit AD/DA

Base bid shall include the unit price per EACH for Yamaha Rio1608-D3 16-input/8-output Dante Stage Box per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the back stage rack.

3.10. Sound Console Package

Yamaha DM7

Yamaha DM7 to be provided per the specifications listed below or an owner approved equal.

- Screens: 2 x High-Res Multi-touch 12” + 1 x High-Res 7”
- Mixes: 48 Mono + 12 Matrixes + 2 ST Bus + 2 Cue C. Dante: 144 x 144@96k
- USB-C: 18x18 Audio Interface – Works with VST RACK
- Split mode
- Signal Delay: Less than 1.5 ms, Input to Omni Out @Fs=96 kHz
- Operating Temperature Range: Min: 0°C, Max: 40°C
- Provide ATA-Style Flight Case for Yamaha DM7 with casters, removable lid, and cable Doghouse.

Base bid shall include the unit price per EACH for Yamaha DM7 per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

Yamaha DM7 ATA Road Case

Yamaha DM7 ATA Road Case to be provided per the specifications listed below or an owner approved equal.

- Removable lid
- 4 x casters
- Doghouse with Hinged Lid
- Three Spring-Loaded Handles per Side
- Steel Ball Corners & Dual-Anchor Rivets
- Hard Padded foam

Base bid shall include the unit price per EACH for Yamaha DM7 ATA Road Case per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

Yamaha Rio3224-D3 32-input/24-output Dante Stage Box

Yamaha Rio3224-D3 32-input/24-output Dante Stage Box to be provided per the specifications listed below or an owner approved equal.

- 32 x 24 analog I/O

- Sampling frequency for external clock: 44.1kHz, 48kHz, 88.2kHz, 96kHz
- Redundant power supplies
- Connects directly to a Dante digital audio network
- Optimized dynamic range and noise
- Headphone jack for monitoring
- 32-bit AD/DA

Base bid shall include the unit price per EACH for Yamaha Rio3224-D3 32-input/24-output Dante Stage Box per the specifications listed above which shall include the cost to provide each unit but shall not include installation. Alternate bid shall include the price to install each unit within the LUMP SUM unit price at the location to be confirmed by the owner.

3.11. Complete Equipment Installation (Alternate Bid)

The Contractor will be required to submit material specifications and/or shop drawings to the owner for review and approval no later than **ten (10)** calendar days after the execution and approval of the contract. Approved Equipment shall be delivered to the owner no later than **March 31, 2026**.

If the City approves the alternate bid with the Contractor, then installation of the proposed equipment shall have a completion deadline of **May 29, 2026**.

If selected for installation, the Contractor shall coordinate with City IT staff to ensure that the installation of equipment does not interfere with existing equipment at River Edge Park, including closed-circuit television (CCTV) cameras and Wi-Fi devices. The Contractor shall work with City IT staff to test and verify that the installed equipment causes no radio frequency interference or obstruction of sight lines.

Cable Installation:

A. All necessary cables within walls, raceways, or other specified pathways have been pre-installed.
B. Utilize industry-standard cable management techniques to ensure clean, organized, and accessible cabling within and outside the racks.
C. Properly dress and secure all cables to prevent damage and improve accessibility.
D. Homeruns for speakers and network fiber not part of this RFQ and will be pre-installed.

Cable Termination and Labeling:

A. Terminate all cables according to industry standards and best practices.
B. Apply machine-generated labels to all cables, faceplates, and patch panels for clear identification.

Cabling Infrastructure:

A. Install cabling infrastructure if necessary, including but not limited to patch panels, modular jacks, and patch cords.
B. Ensure appropriate cabling (e.g., CAT6, fiber, mic and line signal cable) is used based on project requirements.
C. Ensure all equipment is connected appropriately for the system to operate effectively.
D. Provide all interconnects between equipment and speakers.
E. Use industry standard connectors (e.g., XLR, RJ45, NL4) where needed.

Mounting Equipment:

A. Mounting Equipment: Securely mounting the equipment within the racks according to manufacturer specifications.
B. Adherence to Manufacturer Specifications: All installation must strictly follow the manufacturer's provided instructions and specifications for all equipment.
C. Required Materials and Labor: Providing all necessary materials, labor, and for completion.
D. All unoccupied rack spaces should be finished with black panels
E. Provide all fasteners and materials for completed installation being fully functional.

Alternate bid shall include the price to install each unit listed in the bid schedule within the LUMP SUM unit price at the location to be confirmed by the owner per the specifications listed in this bid.

3.12. State of Illinois DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Departr [illegible] of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job, classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

State of Illinois

DEPARTMENT OF TRANSPORTATION

Bureau of Local Roads & Streets

SPECIAL PROVISION

FOR

WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999

Revised: January 1, 2015

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall ,no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be inclu :ɔ on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employees Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

3.13. CITY OF AURORA GENERAL SPECIFICATIONS

SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the City's E Procurement System, OpenGov, inviting bids for the construction of this improvement.

1.2 A.S.T.M.

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

1.3 ATTORNEY

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

1.4 BIDDER

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a proposal for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

1.5 BOARD

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

1.6 CITY COUNCIL OR COUNCIL

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

1.7 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, performance bond, these general specifications, supplemental specifications, special provisions, general and detailed Plans for the work, standard specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as the "Contract Documents".

1.8 CONTRACTOR

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a proposal and thereafter enters into the contract governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors, administrators, successors, or assignees thereof.

1.9 ENGINEER

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

1.10 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the United States Department of Transportation Federal Highway Administration.

1.11 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the Contractor 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.

1.12 PERFORMANCE BOND

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

1.13 PLANS

Wherever the word Plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed Plans or reproductions thereof pertaining to the construction involved.

1.14 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

1.15 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated

1.16 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

1.17 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

1.18 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

1.19 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

1.20 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

1.21 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

1.22 WORK

Wherever the word “Work” is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the Plans, specifications, and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

SECTION 2

SCOPE OF THE WORK

2.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the Plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the Plans, specifications, and terms of the contract. Both parties must stipulate any deviation from these requirements in writing.

2.2 SPECIAL WORK

Should any construction conditions which are not covered by the Plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

2.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

2.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the Plans and in the character of the work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original Plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

2.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

2.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his Subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

2.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.

SECTION 3

CONTROL OF THE WORK

3.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

2. PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general Plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such Plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.3 DEVIATIONS FROM THE PLANS

No deviation from the general Plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the Plans, profiles and drawings, and provided for in the specifications.

3.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the Plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the Plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the Plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and specifications.

3.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

3.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other Contractors, Subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the Plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. The superintendent or foreman shall have a copy of the Plans and specifications on the job at all time.

3.7 CONSTRUCTION STAKES

Reference lines and grade points for the location, alignment, and elevation of each structure will be determined and established by the Engineer, but the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work with reference to the lines, points, and grades as established by the Engineer. For all structures, the Engineer shall furnish the Contractor with centerline and/or center points and such benchmarks or other points as are necessary to lay out the work correctly. The Contractor shall check all lines, points, and grades which may be given by the Engineer supplementary to the centerline, points, and control bench marks aforesaid, and shall be responsible for the accuracy of all measurements for grades and alignment of the work with reference to the centerline and/or points and bench marks established by the Engineer.

The Contractor shall exercise proper care in the preservation of alignment, grade, and reference stakes set for his use, or that of the Engineer. If such stakes are injured, lost, or removed by the Contractor's operations, they shall be reset at his expense.

3.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

SECTION 4

CONTROL OF MATERIALS

4.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

4.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the Plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

4.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

4.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

5.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor 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 hereto; 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 claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees.

5.2 VENUE FOR LEGAL ACTION

The venue for any legal action that may arise from this agreement shall be in Kane County, Illinois.

5.3 WAIVER OF TRAIL BY JURY

The Contractor agrees to waive trial by jury for itself and all of its contracts with sub-Contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

5.4 PERMITS AND LICENSES

The Contractor shall take out and procure at his own expense all permits and licenses required by Federal, State or local public authorities, and he shall, without extra compensation from the City, pay all fees and charges and give notices required incident to the due and lawful prosecution of the work in relation thereto.

5.5 PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Contractor and Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

5.6 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to ensure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction, and shall be painted in such a way as to increase their visibility at night.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project shall have been accepted.

5.7 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

5.8 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 Contractor, 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 fr[illegible] 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 Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

5.9 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor 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 work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor 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. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by Contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury Liability	Property Damage Liability	
Each Occurrence	Each Occurrence	Aggregate
$3,500,000	$500,000	$7,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any Subcontractor for damages due to losses to owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

5.10 WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide 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 Contractor 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 Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought 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 contract, and any and all liability resulting thereupon; and said Contractor, 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 Contractor 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.

SECTION 6

PROSECUTION AND PROGRESS OF WORK

6.1 SUBLETTING OR ASSIGNMENT OF WORK

If the Contractor 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 Engineer shall be with the Contractor; 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 Engineer 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 Engineer, the Contractor 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 Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

6.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, 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 contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

6.3 GUARANTEE AND MAINTENANCE OF WORK

The Contractor 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 Contractor 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 ensure 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.

6.4 PAYMENT

Basis of Payment

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Proposal. The amount obtained by the summation of the products of the quantities of WORK performed or the respective unit or lump sum prices for several items listed in the proposal shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

Submission of Bid Breakdown

Within 10 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

Partial Payments

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Proposal, and shall be accompanied by:

A. CONTRACTOR's Sworn Statement setting forth the Subcontractors and material suppliers, the amount requested for each of the Subcontractors or material suppliers, and the amount of the subcontract or material to be completed.

B. Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.

C. CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7) persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all Subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the Subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

4. PRICING TABLE

Base Bid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	JBL Control® 25-1 Background Music Speaker	31	EA		
2	JBL MTC-28/25CM Ceiling Mount Adapter	17	EA		
3	Adaptive Technologies Group PM-010	14	EA		
4	Lab Gruppen D 40:4L Amplifier	7	EA		
5	Middle Atlantic ERK Series 40RU AV Floor Standing Rack	1	EA		
6	3U Horizontal Fan Panel Rack Air Fow	1	EA		
7	Vertical Rack Power Distribution	1	EA		
8	Lab Gruppen D 20:4L Amplifier	2	EA		
9	12-Outlet Horizontal Rack Mount Metered PDU	1	EA		
10	Netgear GSM4230P-100NAS 24-Port	10	EA		
11	10U Low-Profile Switch-Depth Wall-Mount Small Rack Enclosure, Hinged Back	1	EA		
12	Yamaha VXH6B Ceiling Speakers	18	EA		
13	Netgear Compatible SFP+	18	EA		
14	Allen & Heath AHM-64	1	EA		
15	Allen & Heath CC-10 10" Touch Panel	2	EA		
16	System Processor / LMX 88 Lake Audio System Processor	1	EA		
17	12U Vertical Rack Mount Case	1	EA		
18	4U Heavy Duty Rack Drawer, 18" Deep	2	EA		
19	OpticalCON QUAD Panel Mount	2	EA		
20	4 Fiber Broadcast Tactical Single Mode, 50 ft	1	EA		
21	ADAMSON IS7pxw Weatherized 70° x 40° Hill Seating Speakers	4	EA		
22	Adaptive Technologies Group PM-24-6DOWN-G	4	EA		
23	ADAMSON IS7p Vertical Bracket Weatherized	4	EA		
24	dbTechnologies IS25T-WP Passive Speaker	16	EA		
25	Lab Gruppen D 80:4L Amplifier	1	EA		
26	Adamson IS10 Weatherized (4 per Array)	16	EA		

Columns

	Total

Alternate Bid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
36	Complete Equipment Installation	1	LS		
	Total				

Columns

5. 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

Enter response

*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:

Enter response

*Response required

4. Eligibility*

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

☐ Please confirm

*Response required

5. Bidder's Tax Certification*

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

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

☐ Please confirm

*Response required

6. Bidder's Certification*

I/We hereby certify that:

A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.

B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.

C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).

D. As applicable, I/We are in compliance with the most current “Prevailing Rate” of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.

E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.

F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of “bid rigging” or “bid rotating” of any state or the United States.

G. As applicable, I/We will submit, for all contracts in excess of $25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

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

☐ Please confirm

*Response required

7. Local Vendor Preference Application*

Please download the below documents, complete, and upload.

COA_2024_Local_Preference_Vendor_Application_FILLABLE.pdf

*Response required

8. Standard City of Aurora Contract*

Please download the below documents, complete, and upload.

Sample_Standard_Contract_ITB.pdf

*Response required

9. Additional Information