

City of Aurora, IL

Engineering

Jason Bauer, Director of Public Works/City Engineer 44 E Downer Place, Aurora, IL 60502

[STOKES EXCAVATING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-216

2026 Water & Sewer Maintenance Division Emergency Repair Program

RESPONSE DEADLINE: October 22, 2025 at 10:00 am Report Generated: Monday, October 27, 2025

Stokes Excavating, Inc. Response

CONTACT INFORMATION

Company:

Stokes Excavating, Inc.

Email:

stokesexcavating@live.com

Contact:

Danny Stokes

Address:

903 DAISYFIELD RD 903 DAISYFIELD RD Rockford, IL 61102

Phone:

N/A

Website:

N/A

Submission Date:

Oct 21, 2025 10:57 PM (Central Time)

2026 Water & Sewer Maintenance Division Emergency Repair Program

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Contact Information*

Pass

Please download the below documents, complete, and upload.

• COA Contact Information.docx

COA_Contact_Information.pdf

2. References*

Pass

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

City of Aurora 44 E Downer Place 60507 Kurt Muth 630-256-3232 Various projects

The Way Maker Group 501 Darby Creek Rd. Suite 55 Lexington, Kentucky 40509 Chuck Trimble 1-859-806-4751 Oak Park Townes 6-14-2024

Global Power & Construction Inc. 7s882 Camp Dean Rd. Big Rock, IL 60511 Steve Hornik 331-385-9020 Brightmont Academy St. Charles 9-4-2025

3. Sub-Contractor List*

Pass

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:
Address:
City, State, Zip:
Phone Number:
Contact Person:
"N/A"

4. Eligibility*

Pass

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

Confirmed

5. Bidder's Tax Certification*

Pass

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

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

Confirmed

6. Bidder's Certification*

Pass

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.

Confirmed

7. Apprenticeship or Training Program Certification*

Pass

Please download the below documents, complete, and upload.

• Aurora Training Program Cer...

 $Apprentices hip_or_Training_Program_Certification.pdf$

8. Union/Apprenticeship Requested Documentation*

Pass

Please provide verification letter like sample attached.

• Apprenticeship Program Lett...

Letter_&_Certificate.pdf
Apprenticeship certificate 2024.pdf

9. Local Vendor Preference Application*

Pass

Please download the below documents, complete, and upload.

• COA 2024 Local Preference V...

COA Local Vendor Preference Application.pdf

10. Standard City of Aurora Contract*

Pass

Please download the below documents, complete, and upload.

• Sample Standard Contract IT...

City_of_Aurora_agreement.pdf

11. Additional Information

No response submitted

PRICE TABLES

EMERGENCY WATER MAIN REPAIR

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|---------------------------------------|-----------------|------------|
| 1 | 4" Stainless Steel Repair Clamp, 12" | EACH | \$298.00 |
| 2 | 6" Stainless Steel Repair Clamp, 12" | EACH | \$358.00 |
| 3 | 8" Stainless Steel Repair Clamp, 12" | EACH | \$421.00 |
| 4 | 10" Stainless Steel Repair Clamp, 12" | EACH | \$568.00 |
| 5 | 12" Stainless Steel Repair Clamp, 12" | EACH | \$658.00 |
| 6 | 14" Stainless Steel Repair Clamp, 12" | EACH | \$1,200.00 |
| 7 | 16" Stainless Steel Repair Clamp, 12" | EACH | \$1,185.00 |
| 8 | 4" Ductile Iron MJ Sleeve | EACH | \$259.00 |
| 9 | 6" Ductile Iron MJ Sleeve | EACH | \$366.00 |
| 10 | 8" Ductile Iron MJ Sleeve | EACH | \$466.00 |
| 11 | 10" Ductile Iron MJ Sleeve | EACH | \$678.00 |
| 12 | 12" Ductile Iron MJ Sleeve | EACH | \$892.00 |
| 13 | 14" Ductile Iron MJ Sleeve | EACH | \$3,000.00 |
| 14 | 16" Ductile Iron MJ Sleeve | EACH | \$2,825.00 |
| 15 | 4" Ductile Iron Pipe | FOOT | \$55.00 |

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|-----------------------------------|-----------------|-------------|
| 16 | 6" Ductile Iron Pipe | FOOT | \$49.00 |
| 17 | 8" Ductile Iron Pipe | FOOT | \$60.00 |
| 18 | 10" Ductile Iron Pipe | FOOT | \$71.00 |
| 19 | 12" Ductile Iron Pipe | FOOT | \$90.00 |
| 20 | 14" Ductile Iron Pipe | FOOT | \$110.00 |
| 21 | 16" Ductile Iron Pipe | FOOT | \$135.00 |
| 22 | 4" MJ Resilient Wedge Gate Valve | EACH | \$1,170.00 |
| 23 | 6" MJ Resilient Wedge Gate Valve | EACH | \$1,500.00 |
| 24 | 8" MJ Resilient Wedge Gate Valve | EACH | \$2,330.00 |
| 25 | 10" MJ Resilient Wedge Gate Valve | EACH | \$3,600.00 |
| 26 | 12" MJ Resilient Wedge Gate Valve | EACH | \$4,565.00 |
| 27 | 14" MJ Resilient Wedge Gate Valve | EACH | \$5,625.00 |
| 28 | 16" MJ Resilient Wedge Gate Valve | EACH | \$7,000.00 |
| 29 | 6" Insertion Valve | EACH | \$8,700.00 |
| 30 | 8" Insertion Valve | EACH | \$9,700.00 |
| 31 | 10" Insertion Valve | EACH | \$13,650.00 |
| 32 | 12" Insertion Valve | EACH | \$13,700.00 |

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|-------------------------|-----------------|-------------|
| 33 | 14" Insertion Valve | EACH | \$15,200.00 |
| 34 | 6" Line Stop | EACH | \$7,439.00 |
| 35 | 8" Line Stop | EACH | \$8,279.00 |
| 36 | 10" Line Stop | EACH | \$9,125.00 |
| 37 | 12" Line Stop | EACH | \$9,235.00 |
| 38 | 14" Line Stop | EACH | \$9,400.00 |
| 39 | 1" Corporation Stop | EACH | \$140.00 |
| 40 | 1.5" Corporation Stop | EACH | \$405.00 |
| 41 | 2" Corporation Stop | EACH | \$690.00 |
| 42 | 1" Curb Stop | EACH | \$285.00 |
| 43 | 1.5" Curb Stop | EACH | \$680.00 |
| 44 | 2" Curb Stop | EACH | \$1,010.00 |
| 45 | 1" Coupling | EACH | \$89.00 |
| 46 | 1.5" Coupling | EACH | \$245.00 |
| 47 | 2" Coupling | EACH | \$390.00 |
| 48 | 1" Lead Pack Coupling | EACH | \$190.00 |
| 49 | 1.5" Lead Pack Coupling | EACH | \$275.00 |

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|---|-----------------|------------|
| 50 | 2" Lead Pack Coupling | EACH | \$400.00 |
| 51 | 1" Copper Water Service | FOOT | \$14.00 |
| 52 | 1.5" Copper Water Service | FOOT | \$21.00 |
| 53 | 2" Copper Water Service | FOOT | \$29.00 |
| 54 | 48" Diameter Valve Vault w/ Frame & Lid | EACH | \$3,100.00 |
| 55 | 60" Diameter Valve Vault w/ Frame and Lid | EACH | \$5,600.00 |
| 56 | Valve Box | EACH | \$380.00 |
| 57 | Pavement Sawcutting | FOOT | \$4.00 |
| 58 | Pavement Removal and Disposal | SQ YD | \$45.00 |
| 59 | Spoil Disposal | CU YD | \$56.00 |
| 60 | PCC Sidewalk Removal | SQ FT | \$4.00 |
| 61 | Driveway Pavement Removal | SQ YD | \$36.00 |
| 62 | Curb and Gutter Removal | FOOT | \$5.00 |
| 63 | CA-7 | TON | \$35.00 |
| 64 | CA-6 | TON | \$30.00 |
| 65 | Equipment Operator (Straight Time, 1) | HOUR | \$165.00 |
| 66 | Equipment Operator (Overtime, 1.5) | HOUR | \$247.00 |

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|----------------------------------|-----------------|-----------|
| 67 | Equipment Operator (Overtime, 2) | HOUR | \$329.00 |
| 68 | Laborer (Straight Time, 1) | HOUR | \$134.00 |
| 69 | Laborer (Overtime, 1.5) | HOUR | \$201.00 |
| 70 | Laborer (Overtime, 2) | HOUR | \$268.00 |
| 71 | Teamster (Straight Time, 1) | HOUR | \$129.00 |
| 72 | Teamster (Overtime, 1.5) | HOUR | \$168.00 |
| 73 | Teamster (Overtime, 2) | HOUR | \$259.00 |
| 74 | Rubber Tire Excavator | HOUR | \$84.00 |
| 75 | Track Mounted Excavator | HOUR | \$94.00 |
| 76 | Rubber Tire Loader | HOUR | \$84.00 |
| 77 | Skid Steer | HOUR | \$55.00 |
| 78 | 6 Wheel Dump | HOUR | \$60.00 |
| 79 | Semi | HOUR | \$64.00 |
| 80 | Lowboy | HOUR | \$89.00 |
| 81 | Utility Truck w/ Tools | HOUR | \$32.00 |
| 82 | Plate Compactor | DAY | \$119.00 |
| 83 | Trench Box | DAY | \$839.00 |

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|--|-----------------|-----------|
| 84 | Air Compressor | DAY | \$280.00 |
| 85 | Arrowboard | DAY | \$299.00 |
| 86 | Barricades, Type 2 w/ Steady Burn Lights | DAY | \$23.00 |
| 87 | Advanced Warning Signs | DAY | \$59.00 |
| 88 | Flagger | HOUR | \$134.00 |

EMERGENCY WATER MAIN REPAIR

| Line | e Item | Description | Unit of Measure | Unit Cost |
|------|--------|--------------|-----------------|------------|
| 8 | 89 | Mobilization | ALLOWANCE | \$1,000.00 |

EMERGENCY SANITARY SEWER REPAIR

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|--------------------------------|-----------------|-----------|
| 90 | 6" Non-Shear Mission Coupling | EACH | \$107.00 |
| 91 | 8" Non-Shear Mission Coupling | EACH | \$131.00 |
| 92 | 10" Non-Shear Mission Coupling | EACH | \$167.00 |
| 93 | 12" Non-Shear Mission Coupling | EACH | \$254.00 |
| 94 | 14" Non-Shear Mission Coupling | EACH | \$325.00 |
| 95 | 6" SDR-26 PVC | FOOT | \$9.50 |

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|---------------------------------------|-----------------|-----------|
| 96 | 8" SDR-26 PVC | FOOT | \$15.00 |
| 97 | 10" SDR-26 PVC | FOOT | \$24.00 |
| 98 | 12" SDR-26 PVC | FOOT | \$36.00 |
| 99 | 14" SDR-26 PVC | FOOT | \$38.00 |
| 100 | Pavement Sawcutting | FOOT | \$4.00 |
| 101 | Pavement Removal and Disposal | SQ YD | \$45.00 |
| 102 | PCC Sidewalk Removal | SQ FT | \$4.00 |
| 103 | Driveway Pavement Removal | SQ YD | \$36.00 |
| 104 | Curb and Gutter Removal | FOOT | \$5.00 |
| 105 | Spoil Disposal | CU YD | \$56.00 |
| 106 | CA-7 | TON | \$35.00 |
| 107 | CA-6 | TON | \$30.00 |
| 108 | Equipment Operator (Straight Time, 1) | HOUR | \$165.00 |
| 109 | Equipment Operator (Overtime, 1.5) | HOUR | \$247.00 |
| 110 | Equipment Operator (Overtime, 2) | HOUR | \$329.00 |
| 111 | Laborer (Straight Time, 1) | HOUR | \$134.00 |
| 112 | Laborer (Overtime, 1.5) | HOUR | \$201.00 |

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|---|-----------------|-----------|
| 113 | Laborer (Overtime, 2) | HOUR | \$268.00 |
| 114 | Teamster (Straight Time, 1) | HOUR | \$129.00 |
| 115 | Teamster (Overtime, 1.5) | HOUR | \$168.00 |
| 116 | Teamster (Overtime, 2) | HOUR | \$259.00 |
| 117 | Rubber Tire Excavator | HOUR | \$84.00 |
| 118 | Track Mounted Excavator | HOUR | \$94.00 |
| 119 | Rubber Tire Loader | HOUR | \$84.00 |
| 120 | Skid Steer | HOUR | \$55.00 |
| 121 | 6 Wheel Dump | HOUR | \$60.00 |
| 122 | Semi | HOUR | \$64.00 |
| 123 | Lowboy | HOUR | \$89.00 |
| 124 | Utility Truck w/ Tools | HOUR | \$32.00 |
| 125 | Plate Compactor | DAY | \$119.00 |
| 126 | Trench Box | DAY | \$839.00 |
| 127 | Air Compressor | DAY | \$280.00 |
| 128 | Arrowboard | DAY | \$299.00 |
| 129 | Barricades, Type 2 w/Steady Burn Lights | DAY | \$23.00 |

2026 Water & Sewer Maintenance Division Emergency Repair Program

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|------------------------|-----------------|-----------|
| 130 | Advanced Warning Signs | DAY | \$59.00 |
| 131 | Flagger | HOUR | \$134.00 |

EMERGENCY SANITARY SEWER REPAIR

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|--------------|-----------------|------------|
| 132 | Mobilization | ALLOWANCE | \$1,000.00 |

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

| Customer Service/General Information: Ph: 815-489-0680 | | | | | |
|--|--|--|--|--|--|
| To place an order: | | | | | |
| Name: Danny Stokes | | | | | |
| Ph: 815-489-0680 Fax: | | | | | |
| E-mail: 5 tokes excavating e live : com | | | | | |
| Billing & Invoicing questions: | | | | | |
| Name: Danny Stokes | | | | | |
| Ph: 815-489-0680 Fax: | | | | | |
| E-mail: Stokesexcavating e / ve. com | | | | | |
| Questions: | | | | | |
| Name: Danny Stokes | | | | | |
| Ph: 815-489-6680 Fax: | | | | | |
| Ph: 815-489-6680 Fax: E-mail: 5 tokes excavating @ / Ive. com | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Bidder's Name: Stokes Executating Fre. | | | | | |
| Signature & Date: 10/20/25 | | | | | |

Apprenticeship or Training Program Certification

Return with Bid

| All contractors are required to complete the following certification: | | | | |
|--|---|---|--|--|
| | ☐ For | this contract proposal or for all groups in this deliver and install proposal. | | |
| | □ For | the following deliver and install groups in this material proposal: | | |
| | | | | |
| 3 | | | | |
| add bidd pro of | de, requition to ders ar grams the Appren | of Aurora policy, adopted in accordance with the provisions of the Illinois Highway dires this contract to be awarded to the lowest responsive and responsible bidder. In all other responsibility factors, this contract or deliver and install proposal requires all ad all bidders' subcontractors to disclose participation in apprenticeship or training that are approved by and registered with the United States Department of Labor's Bureau ticeship and Training, and applicable to the work of the above indicated proposals or herefore, all bidders are required to complete the following certification: | | |
| | I. | Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees. | | |
| | II. | The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract. | | |
| name of each program sponsor holding the Certificate of Registration types of work or crafts in which the bidder is a participant and that will with the bidder's employees. Types of work or craft that will be subcobe included and listed as subcontract work. The list shall also indicate any | | The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available. | | |
| | | | | |
| | | | | |

| IV. | Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. |
|-----------------|---|
| | |
| | |
| | |
| contra The b | equirements of this certification and disclosure are a material part of the contract, and the actor shall require this certification provision to be included in all approved subcontracts. idder is responsible for making a complete report and shall make certain that each type of or craft job category that will be utilized on the province in the left of the contract. |
| of Au | or craft job category that will be utilized on the project is accounted for and listed. The City rora requires a copy of each applicable Certificate of Registration issued by the United |
| States | s Department of Labor evidencing such participation by the contractor and any or all |
| of its | subcontractors be included with the bid in order to qualify to bid on the project. |
| indica | Bidder must also submit a signed and current dated letter(s) from the <u>certificate holder(s)</u> ting that the Bidder may use the certificate to meet the above listed requirements for this ic project. |
| Bidd | er: Stokes Excavating Ive By: Juny Ch |
| Addr | ress: 903 Daisy field Rd Rockford Title President (Signature) |

IL 61102







(630) 653-0006 liunacltaf.org

October 13, 2025

Stokes Excavating, Inc.

903 Daisyfield Road Rockford, IL 61102

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Stokes Excavating, Inc. is indeed signatory to the Fox Valley Laborers' Health & Welfare Fund and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprentice Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2024: 265

2023: 190

2022: 125

2021: 86

Regards,

Alfredo Ascencio

Director of Apprenticeship

GCCHST 342-L

Management Trustees

Amited States Department of Labor.

Certificate of Registration of Apprenticeship Program Office of Apprenticeship

Chicagoland Laborers

Carol Stream, IL

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship For the occupation of CONSTRUCTION CRAFT LABORER established by the Secretary of Babor

April 12, 1999

Oate

IL017990001

Registration Na



12 1/11

Administrator, Office of Apprenticeship

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M
AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186 6200 JOLIET ROAD COUNTRYSIDE, IL 60525-3992

November 4, 2024

Stokes Excavating, Inc. 903 Daisyfield Rd. Rockford, Il 61102

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Stokes Excavating, Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos.IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Stokes Excavating, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO

District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

Minited States Department of Labor.

Certificate of Registration of Apprenticeship Program Office of Apprenticeship

Operating Engineers Local 150 Apprenticeship Fund Wilmington, Illinois For the Trade – Operating Engineer (Heavy Equipment Technician)

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Babor

May 5, 2002

Dele Revised June 21, 2011

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IC012020003

nent of F Office of Apprenticeship

Operating Engineers Local 150 Apprenticeship Fund Wilmington, Illinois For the Trade – Operating Engineer

Certificate of Registration of Apprenticeship Program

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Babor

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Revised June 23, 2011

December 31, 1978

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20173

Registration Sta

IC008780173



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City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

| | | , A | |
|---------------|---|--|---|
| 1) | Date Submitted: | NA | |
| 2) | Name of Business: | g and the second | |
| 3) | Address of Local Office: | | |
| 4) | City, State, Zip: | | (|
| 5) | Company's Web Address: | | - |
| 6) | Phone: | Fax: | |
| 7) | County your Local Business is | Located In: | |
| | Submitted By (Signature): | | |
| | Print Name and Title: | | |
| | Email Address: | | 2000.000 |
| Se | c. 2-410Prequalification; local | bidder. | |
| pre Cit a. b. | equalification application along way Council, to the Finance Depart Evidence that the business has a the ownership or lease of all or a prior to the submission of the prior to the submission of the prior to the factor and has a business is not defined as having outstanding for more past due, or has outstand tickets that are not in dispute a processes. | stablished and maintained a physical presence in the City of Aur portion of a building for a period of not less than twelve (12) con | rora, by virtue of asecutive months te of Illinois and raph, a debtor is thirty (30) days ickets or parking er administrative |
| | | City of Aurora will verify internally that your company doe nould make sure that to the best of its knowledge all bills are cu | |
| Ci | | h all required backup documentation to: Division, 44 E. Downer Place, Aurora, IL 60507 ora.il.us | |
| Do | not write below this line: For Ci | y of Aurora use ONLY | |
| a. | | | |
| b. c. | | | |
| | ite: | | |
| Ja | | | |
| Ap | pproved: | Denied: | |
| Le | tter Sent: | Initials: | |

CITY OF AURORA AGREEMENT

| THIS AGREEMENT, entered on this("Effective Date"), for the (Services") is entered into between the CITY OF AURORA ("City"), a municipal corporation, | | | | | | | |
|--|--|--|--|--|--|--|--|
| located at 44 E. Downer Place, Aurora, Illinois and 5tokes Executation (Bidder"), located at 903 Daisy Field Rd Rockford, IL 61102 | | | | | | | |
| WHEREAS, the City issued an Invitation to Bid ("ITB") on 10-5-2025 for the ; and 2026 Water + Sever Maintenance Division Emergency Repair Program | | | | | | | |
| WHEREAS, the Bidder submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and | | | | | | | |
| WHEREAS, on, the City awarded a contract to Bidder, | | | | | | | |
| IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following: | | | | | | | |
| 1. Agreement Documents. | | | | | | | |
| The Agreement shall be deemed to include this document, Bidder's response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control. | | | | | | | |
| Invitation to Bid | | | | | | | |
| In connection with the ITB and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement. | | | | | | | |
| 2. Scope of Services. | | | | | | | |
| Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1. | | | | | | | |
| 3. Term. | | | | | | | |
| | | | | | | | |

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et. seq.) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

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further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

- a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
- **b. Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.
- **c.** Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.
- **d.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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| CITY OF AURORA, ILLINOIS | (Contractor) | |
|--------------------------|--------------|--|
| SIGNATURE | Joney St. | |
| Jolene Coulter | Danny Stokes | |
| FULL NAME | FULL NAME | |
| | 10/20/25 | |
| DATE SIGNED | DATE SIGNED | |
| Director of Purchasing | President | |
| TITLE | TITLE | |