



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)

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...](#)

Apprenticeship_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

[STOKES EXCAVATING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-216
2026 Water & Sewer Maintenance Division Emergency Repair Program

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

[STOKES EXCAVATING, INC.] RESPONSE DOCUMENT REPORT
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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

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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)	HOURL	\$165.00
66	Equipment Operator (Overtime, 1.5)	HOURL	\$247.00

[STOKES EXCAVATING, INC.] RESPONSE DOCUMENT REPORT
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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

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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 Item	Description	Unit of Measure	Unit Cost
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

[STOKES EXCAVATING, INC.] RESPONSE DOCUMENT REPORT
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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

[STOKES EXCAVATING, INC.] RESPONSE DOCUMENT REPORT
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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

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: Stokesexcavating@live.com

Billing & Invoicing questions:

Name: Danny Stokes
Ph: 815-489-0680 Fax: _____
E-mail: Stokesexcavating@live.com

Questions:

Name: Danny Stokes
Ph: 815-489-0680 Fax: _____
E-mail: Stokesexcavating@live.com

Bidder's Name: Stokes Excavating Inc.

Signature & Date: *Danny Stokes* 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:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, 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.
- III. 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.

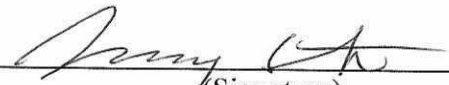
- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States 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.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: Stakes Excavating Inc.

By:


(Signature)

Address: 903 Daisyfield Rd Rockford
IL 61102

Title

President

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

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale

Management Trustees

David Lorig, *Secretary*
Shane Higgins
Joseph Koppers
Robert G. Krug
Brian Rausch
William Vignocchi

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188

LIUNA!
Feel the Power
42-L

Chicago
5700 West Homer St.
Chicago, IL 60639

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

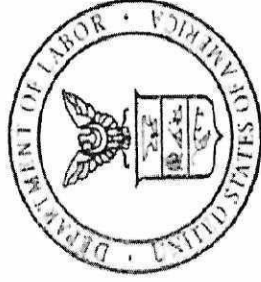
*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date

IL017990001

Registration No.



John V. L...
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

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

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 Labor*



Hilda L. Solis
Secretary of Labor

Ann V. Ladd
Administrator, Office of Apprenticeship

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

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

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

December 31, 1978

Date Revised June 23, 2011

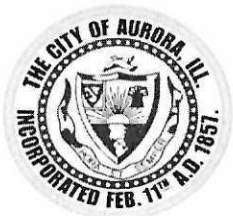
Registration No.

IL008780173



William F. Solis
Secretary of Labor

Ad V. Lull
Administrator, Office of Apprenticeship



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.

- 1) Date Submitted: N/A
- 2) Name of Business: _____
- 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: _____

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

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

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
(a) b.
(a) c.

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

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 Stokes Excavating (“Bidder”), located at 903 Daisyfield Rd Rockford, IL 61102

WHEREAS, the City issued an Invitation to Bid (“ITB”) on 10-5-2025 for the ; and 2026 Water + Sewer 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

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.

CITY OF AURORA, ILLINOIS

(Contractor)

SIGNATURE

Jolene Coulter

FULL NAME

DATE SIGNED

Director of Purchasing

TITLE

SIGNATURE

Danny Stokes

FULL NAME

10/20/25

DATE SIGNED

President

TITLE