

**CITY OF AURORA**

**REQUEST FOR PROPOSALS**

**25-008**

**CITY-OWNED LAND FOR SALE**

INFORMATIONAL BROCHURE, PROPOSAL INSTRUCTIONS, AND SPECIFICATIONS  
REGARDING THE SALE OF CITY-OWNED PROPERTIES FOR THE DEVELOPMENT OF  
HIGH-END MARKET RATE TOWNHOMES

**Proposals Due**

**4:00 pm (CST), Wednesday, January 29, 2025**

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

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**CITY OF AURORA  
REQUEST FOR PROPOSALS 25- 008  
CITY-OWNED LAND FOR SALE**

INFORMATIONAL BROCHURE, PROPOSAL INSTRUCTIONS, AND SPECIFICATIONS  
REGARDING THE SALE OF CITY-OWNED PROPERTIES FOR THE DEVELOPMENT OF  
HIGH-END MARKET RATE TOWNHOMES

**WELCOME**

The City of Aurora is opportunistic. Every city has its planning and zoning tools, and, in this regard, Aurora is no different. What we do differently and more proactively is our willingness, in strategic instances, to assemble well-located properties in anticipation of market conditions that have yet taken hold. We do this for the same reason a developer might: a belief that a well-executed land assemblage can create a far more robust project than any one of its individual components.

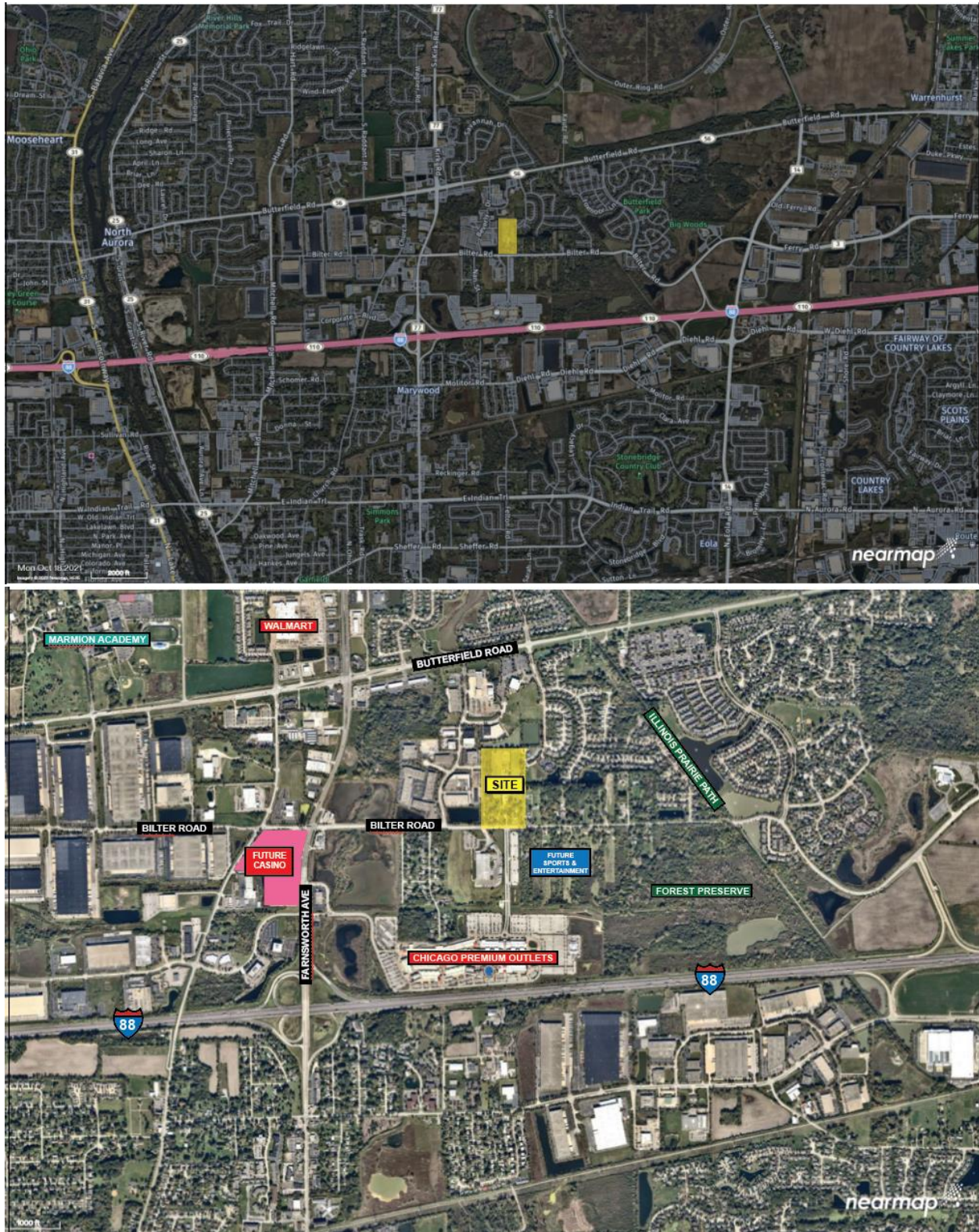
We are seeking to create possibilities that otherwise might not materialize or are hidden by preconceptions or uninspired thinking. While the specific circumstances of each of our offerings differ, the opportunities all result from understanding trends as seen from the unique vantage point of an engaged municipality.

**INVITATION**

The purpose of this Request for Proposals (“Request” or “RFP”) is to solicit the interest of potential developers to purchase 18.08 acres of property newly acquired by the City of Aurora to develop high-end market-rate townhomes.

A Project Evaluation Committee will review all submitted materials and select a short list of finalists who will be invited to present their qualifications and proposals. As an equal-opportunity employer, the City encourages participation by small, minority, and women-owned businesses. Joint ventures, if feasible, are also encouraged.

## SITE LOCATION IN THE I-88 CORRIDOR



## SITE INFORMATION

The Bilter Road Site (hereinafter “Site”) consists of 18.08 acres comprised of seven (7) parcels owned by the City of Aurora that include three (3) buildings on partially wooded land. The Site is within unincorporated township in Kane County within the jurisdictional boundaries of the City of Aurora. The City desires to have the property annexed into the City as part of the entitlement process with the successful developer. The description of the Site is as follows:

<b>Location</b>	North Side of Bilter Road, north of the successful Chicago Premium Outlets, east of Farnsworth Avenue (with direct access to I-88), and west of Ginger Woods Drive a well-established residential neighborhood.
<b>Size</b>	18.08 acres
<b>City’s Desired Use</b>	The City desires for the property to be purchased and developed as a high-end market-rate townhome neighborhood. Some portion of the site – based upon engineering – will need to be built for stormwater management.
<b>School District</b>	The property is located in the award-winning Batavia School District #101.
<b>Shape</b>	Rectangular; see the enclosed location map.
<b>Frontage and Future Bilter Road Improvements</b>	<p>The developer will be required to:</p> <ul style="list-style-type: none"> <li>• Contribute their pro-rated portion of upcoming roadway improvements for Bilter Road. This contribution will be based on frontage (approximately 650’). City staff has already contracted with HR Green Engineering who has completed the engineering work along the frontage.</li> <li>• Please note that as part of this improvement, a new sidewalk will be required along the north side of Bilter Road across the developer’s frontage.</li> </ul>
<b>Topography</b>	The Site is generally level at road grade with only minor variations in grade and minor wetlands with overgrown groves of trees. Information will be provided to the prospective proposers upon request.
<b>Utilities</b>	Municipal water and sanitary sewer service, gas, electricity, and telephone utilities are available along Bilter Road to the south, and along the westerly and easterly perimeter line.
<b>Access</b>	It is presumed that at least one curb cut will be allowed off of Bilter Road.
<b>Easements</b>	It is not believed that there are any easements, encroachments or restrictions that would adversely affect the development potential of the Site. Interested proposers should pursue their own due diligence on these issues.
<b>Current Use</b>	Vacant land owned by the City. However, please note, that two (2) acres of which, located at the southeast corner fronting Bilter Road where a house is located, is licensed through July 31, 2025 for residential use as part of the City’s negotiations to purchase the property.
<b>Flood Plain</b>	Zone “X” area determined to be outside of the 100 and 500-year flood plains. The City is in possession of a Wetland Delineation Report for the



	Site prepared by Engineering Resource Associates dated May 22, 2024. It will be provided to prospective developers upon request.
<b>Soil Conditions</b>	No soil testing has been performed, other than for the Wetland Delineation Report referenced above. It is believed that the soil is of sufficient load bearing capacity to support any structures allowed in the subject's zoning district and that no adverse soil or subsoil conditions exist which would require excessive remediation costs. The City commissioned a Phase I Environmental Site Assessment, the report will be provided to prospective developers upon request.
<b>Adjoining Uses</b>	The Site is located on the north side of Bilter Road north of Chicago Premium Outlets. It is located about 0.54 miles east of the new Hollywood Casino (now under construction) on Farnsworth Avenue, and 0.61 miles northeast from the I-88 interchange. The area to the east is residential in nature, with just a few residences unincorporated. The land north and west of the site is incorporated within the limits of Aurora.

### REAL ESTATE TAX AND ASSESSMENT DATA

Assessed valuations are reviewed and updated every four years under a quadrennial reassessment program. Real estate tax bills are normally paid in two installments, with the tax bills reflecting taxes from the previous year, i.e., 2022 taxes are paid in 2023, 2023 in 2024, etc.

Each county in Illinois is subject to an equalization factor which is applied (multiplied) against the assessed valuation to arrive at the equalized assessed valuation.

The Site is comprised of **seven (7) parcels** for purposes of real estate taxation:

Parcel Numbers 15-01-200-037, 15-01-200-038, 15-01-200-005, 15-01-200-006, 15-01-200-007, 15-01-200-008, 15-01-200-009

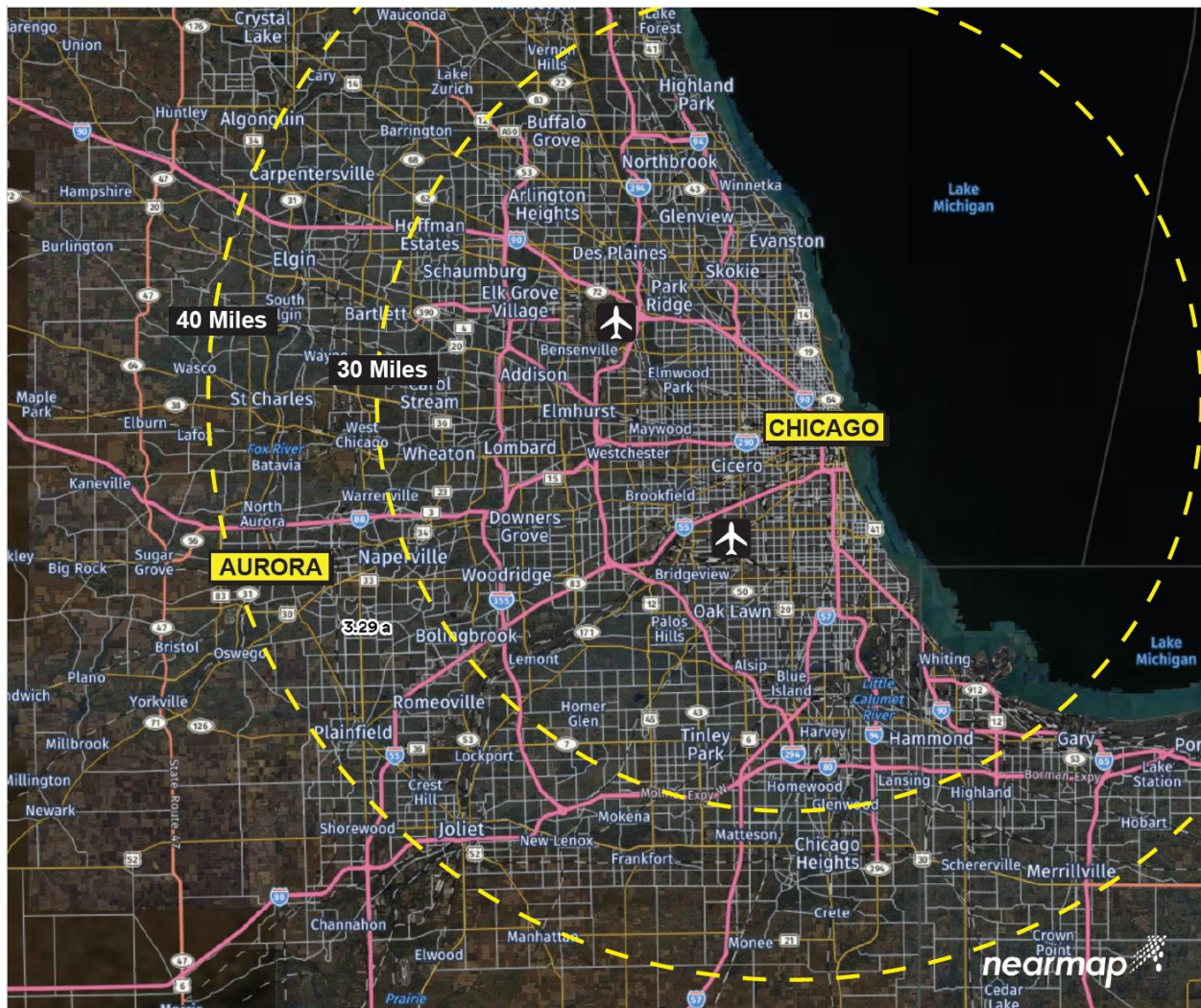
For tax year 2023:

1. Parcel Number 15-01-200-037 was assessed as homesite at \$43,221 with resulting property taxes of \$3,235.56.
2. Parcel Number 15-01-200-038 was assessed as a homesite and dwelling at \$10,731 with resulting property taxes of \$803.34.
3. Parcel Number 15-01-200-005 was assessed as a homesite and dwelling at \$93,292 with resulting property taxes of 5,293.70.
4. Parcel Number 15-01-200-006 was assessed as a homesite and dwelling at \$93,355 with resulting property taxes of 6,988.62.
5. Parcel Number 15-01-200-007 was assessed as homesite at \$51,955 with resulting property taxes of 3,889.38.
6. Parcel Number 15-01-200-008 was assessed as a homesite and dwelling at \$169,865 with resulting property taxes of 12,716.20.
7. Parcel Number 15-01-200-009 was assessed as homesite, dwelling and farmland at \$120,020 with resulting property taxes of \$7,787.

## COMMUNITY DATA

The City of Aurora comprises approximately 45 square miles in area and is located approximately 34 miles west of Chicago's "Loop" or Central Business District. Aurora is the second largest city in Illinois and is one of only three cities (the other two are Barrington Hills and Centralia), in Illinois where the city limits actually cover parts of four counties: Kane, DuPage, Kendall, and Will. The community of Aurora is generally divided into an "East Side" and "West Side" by the Fox River.

Historically, Aurora had been primarily a self-contained urban manufacturing center serving a largely agricultural area around the city. In the past 25 years, it has become more closely associated with suburban Chicago due to its location at the western end of the growing East-West Tollway Research and Development Corridor (Interstate 88). The City of Aurora was incorporated in 1857, and neighboring communities include North Aurora and Batavia to the north, Naperville and Warrenville to the east, Plainfield, Oswego, and Montgomery to the south, and Sugar Grove to the west. The City of Aurora has a good mixture of residential, commercial, and industrial properties.



The population of Aurora in 2020 was 190,827, which makes Aurora the second largest city in Illinois. Additional facts about Aurora are listed below:

- The Population in 3-miles radius from the site is 52,245.
- The Population within 10-miles radius from the site is 675,186
- The City's:
  - Median Age: 36.15
  - Median Household Income: \$79,642.
  - Median Household income within a 3-mile radius from the site \$112,069.
  - Within a 10-mile radius from the site: \$105,102
  - Median home value in a 3-mile radius from the site: \$319,333; 10-miles radius from the site: \$341,575

Multiple listing service statistics reflect that detached single-family residences in Aurora have been selling for prices from \$60,000 to \$1,010,000 over the past 12 months, with an average sale price to date this year of \$328,887 and a median sold price of \$320,000. Townhouse, condominium, and duplex sale prices have ranged from \$80,000 to \$540,142 during the past 12 months, with an average sale price of \$255,342 and a median sold price of \$240,000. Aurora also has a significant number of apartment complexes that have rentals typically ranging from \$780 to well over \$2,400 per month.

Aurora has a downtown business district that covers approximately 28 blocks and is strategically located, with Illinois State Routes 25 and 31 running north and south through the downtown area and linking it to the entire Fox Valley region. The downtown Aurora area is home to the Paramount Arts Centre, a large live performance theater, and the Hollywood Casino. The Hollywood Casino is located on the north end of the downtown area, and it has approximately two million visitors each year. There is also the Leland Tower, a former hotel which was the tallest building in Illinois outside the Chicago city limits for many years. Also located downtown is the main building of the Aurora Public Library and a branch campus of Waubesa Community College. Aurora restaurants run the gamut – from ethnic restaurants and fine dining establishments to neighborhood spots and fast-food facilities.

Transportation linkages within the City of Aurora are considered good as the community is served by the Interstate 88 Tollway (Ronald Reagan Memorial Tollway), Illinois State Routes 59, 25, 31, 56 and U.S. State Routes 30 and 34. Other major arterial streets within Aurora include Randall Road, Eola Road, Indian Trail Road, Farnsworth Avenue, New York Street, Highland Avenue, Galena Boulevard, Orchard Road, and Montgomery Road.

The residents of Aurora have access to train transportation that is provided by Metra Chicago and the Burlington Northern Santa Fe Railroad with a train station in downtown Aurora. Express trains from the Aurora Metra Train Station will reach the downtown Chicago Loop area in approximately 45 minutes. Additionally, Pace buses provide local area service throughout the city, with a feeder service to the downtown Aurora Train Station. Pace also offers extensive reverse commuter service to many businesses located along Aurora's corporate corridor. Pace is the suburban busing arm of the Regional Transit Authority (RTA). The City of Aurora is approximately 32 miles from O'Hare International Airport and approximately 38 miles away from Midway International Airport. Additionally, the Aurora Municipal Airport is a general aviation airport located in nearby Sugar Grove. Although the airport is located in Sugar Grove, it is operated by the City of Aurora. The Aurora Municipal Airport is designed as a reliever airport for Chicago's O'Hare and Midway Airports, and also handles international cargo.



The City of Aurora's governing body operates under the mayor/aldermanic council form of government. The City of Aurora has a full-time mayor and 12 aldermen sitting on the city council. Each of the city's ten wards elects one alderman and another two are elected at-large. Aurora is protected by full-time police and fire departments. The Fox Valley Park District provides a variety of leisure activities on a year-round basis for the citizens of Aurora – including extensive baseball, soccer, basketball, and football programs. The Fox Valley Park District is one of the largest park districts in Illinois and it serves the communities of Aurora, North Aurora, and Montgomery.

Aurora currently has two hospitals, Ascension Mercy Hospital and Medical Center and Rush Copley Memorial Hospital. The nearest major hospital outside of the City of Aurora is Edwards Hospital in nearby Naperville. Aurora also has several medical clinics, dentists, physicians' practices, and other senior health care facilities. The residents of Aurora also have access to the Aurora Public Library, which provides a variety of electronic, print, and non-print materials to satisfy the informational and educational needs of its patrons.

Aurora is served by both public and parochial schools, which offer a wide range of studies and experiences for students from kindergarten through high school. The property lies within Batavia School District 101. Two institutions of higher learning within Aurora are Waubensee Community College and Aurora University.

Water for residents of Aurora is obtained by the city from twelve wells and sewage is handled by the Fox Metro Water Reclamation District. Nicor Gas is the provider and also maintains the infrastructure for natural gas to the residents of Aurora. Electricity needs are provided by Commonwealth Edison Company, with the telephone service provided by AT&T. Household waste pickup is contracted out by the city to private scavenger companies who perform weekly pickups.

### TRANSPORTATION

Aurora has the transportation infrastructure to guarantee success.

- 45 Minute drive along Interstate 88 to the Chicago Loop
- 5 Exits on Interstate 88
- 2 Metra Train Stations
- 40 Minute drive to O'Hare Airport

More specifically the site is located in proximity to I-88 so it benefits from great vehicular access. It is also a 10-minute drive from the Bilter Road Site to either Aurora Metra Station (either the Aurora Transportation Center, or the Route 59 Station). In addition, the Site is a 15-minute drive to the Aurora Municipal Airport.

### EDUCATION

The City's education system facilitates the development of a diverse community that contributes greatly to the success of Aurora. We continuously work to cultivate strong and well-prepared students who add future value to our city and community.

- 6 School Districts (this site is within the award-winning Batavia School District #101)
- 4 Higher Education Institutions
- 1 STEM School Partnership
- 1 Nationally Ranked Public School (IMSA)
- 4 Major Parochial Institutions.

## PARKS AND OPEN SPACE

The City maintains 17 park sites totaling nearly 477 acres, which includes an 18-hole golf course and a zoo. The Fox Valley Park District has 165 park sites totaling approximately 2,500 acres. The District operates the Blackberry Historical Farm-Village, a golf course, a nature center, and numerous recreational programs. In addition, the District operates three fitness/athletic centers and two aquatic centers.

## ARTS AND CULTURE

The Aurora Civic Center Authority (ACCA) in Downtown Aurora is home to the Paramount Theatre, the #1 subscription-based theatre in United States. RiverEdge Park – which is also managed by ACCA - houses a popular 600-seat outdoor entertainment venue and City Council has recently approved an expansion of the park. RiverEdge park hosts outdoor concerts in the summer, and in the winter, the famous Christkindlmarket that attracted over 250,000 visitors in its second year!

## ZONING

The parcels subject to this RFP are currently within an unincorporated township in Kane County within the jurisdictional boundaries of the City of Aurora. Upon annexation and approval of entitlements, proper zoning will be assigned.

## **PROPOSER'S DUE DILIGENCE**

No engineering studies have been made to determine the load bearing capacity of the Site. It is, therefore, assumed that soil and subsoil conditions are stable. Prospective purchasers, however, are advised to conduct their own studies in this regard.

Any exhibits to this brochure are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended to be used as surveys and no responsibility is assumed for their cartographic accuracy. Drawings are not intended to be exact in size, scale or detail. Areas and dimensions of the property may or may not have been physically measured. No responsibility is assumed for discrepancies which may become evident from a licensed survey of the property.

The owner has no knowledge as to the deposit of any toxic wastes on the Site. Additionally, no tests have been conducted to determine the presence of, or absence of, Radon. If a prospective purchaser has any concern regarding the presence of toxic wastes or Radon, it is suggested that independent contractors or experts in these disciplines be retained by said purchaser.

All information and comments concerning the location, neighborhood, condition or any other data for the subject property represent estimates and opinions of consultants employed by the City of Aurora. Prospective purchasers are advised to conduct their own due diligence investigation in this regard.

Information in this report was obtained from consultants employed by the City, private industry and public officials. To the extent possible, this information was examined for accuracy and is believed to be reliable. However, no guarantee is made relative to the information contained herein and no responsibility is assumed for its accuracy.

## **TERMS OF SALE**

The property will be sold in accordance with the provisions of Section 2-344 of the Municipal Code. The property will be sold by approval of a resolution of the city council. Proper notice will be published in a newspaper published within the corporate boundaries of the City of Aurora.

Sealed proposals must be submitted to [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us). E-mailed proposals must be submitted no later than 4:00 pm (CST), Wednesday, January 29, 2025. This will not be a public opening, a list of proposers will be posted to the City's website within three business days of opening. The Administration may, in the exercise of its discretion, determine whether to conduct a pre-proposal meeting.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counterproposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

## **RFP SCHEDULE**

The selection process to be carried out as part of this Request for Proposals includes the following steps. Please note that dates are subject to change.

1. Publication and Distribution of RFP: January 14, 2025
2. Last day to submit questions in writing to the Director of Purchasing at [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us) : 12:00 pm (CST), Wednesday, January 22, 2025
3. Responses to questions published: 12:00 pm, Friday, January 24, 2025
4. Proposals Due via email to [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us) : 4:00 pm (CST), Wednesday, January 29, 2025

## **ENTITLEMENTS:**

The developer shall be responsible for all aspects of the project including pre-development planning, environmental review, and design.

The selected Developer will be responsible at its sole expense for obtaining all land use entitlements and other government approvals required for its proposed project.

Information on planning and development services may be obtained online from the City of Aurora's Development Services Team website.

## SUBMISSION REQUIREMENTS

All respondents must provide the following information at a minimum but may provide additional information regarding their high-end market-rate residential development experience, and references or examples. The respondent is expected to provide a response for each requirement listed. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the City.

### SUBMISSION FORMAT

Email your proposals including all requested documents to [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us) and RFP 25-008 N. Bilter Property must be the subject line.

**Contact information** – Please submit the Developer’s mailing address, phone number, and e-mail address for the firm’s point of contact person.

**Background and Experience (Company and Personnel)** – An outline of the Developer’s background and experience. Include relevant examples of other completed townhome developments.

**Proposed Project Summary** – Provide a written description of the proposed townhome development. Include as much detail as possible, but at a minimum please include:

- Number of proposed units
- Breakdown of bedrooms
- Type of product (square footage, number of stories, etc.)
- Elevations displaying proposed building materials and colors
- How stormwater detention will be addressed
- Number of parking spaces and their provision methods (e.g., garage, tuck-under, driveway)
- Projected rental rates or sales prices
- Planned amenities (if any) included in the units and/or the larger development

**Financial Capacity** – The Developer must provide evidence of their ability to meet the financial obligations of the proposed acquisition of the Property and the development of the Property. Each developer shall submit a pro forma account of the funds necessary to finance the project and how the developer will finance the project. Financial statements and background information must be attached to the proposal. If the developer intends to purchase the property with a mortgage the pro forma must specify how much is to be borrowed and submit in its proposal package a pre-approval or commitment letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment.

**References** – Provide three (3) references, including names, titles, addresses, and phone numbers from other municipalities for which the developer has performed similar services.



## **PROPOSAL EVALUATION**

The City will use the following selection criteria to evaluate proposals.

- Respondent's experience in developing high-end market-rate townhomes.
- Respondent's proposed townhome development
- Respondent's ability to proceed without financial incentives from the City of Aurora.
- An estimated construction timeline (in months).
- Respondent references submitted.
- Developer's standing with the City of Aurora.

The Review Committee will interview the highest evaluated developers. During interview(s) with the qualified respondent(s) the Review Committee will discuss – at a minimum - the following key items:

1. The Respondent's proposed purchase price (range) for the land.
2. The Respondent's desire for City incentives.

The award will be made to the most qualified developer whose proposal is deemed most advantageous in consideration of all relevant requirements and factors. While the amount proposed by the Developer for the acquisition of the properties will be considered, it will not necessarily be a deciding factor. The City views this project as a long-term investment in the community, not a real estate transaction designed to generate the highest possible sale price.

## **GENERAL INSTRUCTIONS TO PROPOSERS**

### **1. GENERAL**

- a) All Proposals must be submitted electronically to [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us)
- b) Proposals must be received on or before the time scheduled.
- c) Unsigned or late proposals will not be considered.
- d) Proposals are available for inspection via FOIA request after the award by the City Council.
- e) Only email transmitted proposals will be accepted.

### **2. ERRORS AND OMISSIONS**

All proposals shall be submitted with each space properly completed. The special attention of proposers is directed to the policy that no claim for relief because of errors or omissions in the proposals will be considered, and proposers will be held strictly to the proposals as submitted. Should proposers find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Director of Purchasing at [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us) who will issue the necessary clarifications to all prospective proposers by means of addenda.

### **3. FIRM PROPOSAL**

All proposals will be considered to be firm for a period of ninety (90) days from the date established for the opening of proposals.

#### **4. WITHDRAWAL OF PROPOSERS**

Proposals may be withdrawn by letter, facsimile, email, or in person within 48 hours prior to the time and date established for the opening of proposals.

#### **5. INVESTIGATION OF PROPOSERS**

- a) The proposer shall furnish such information as may be requested to determine the ability of the proposer to fulfill proposal requirements and consummate the sale.
- b) The City reserves the right to reject any proposal if it is determined that the proposer is not properly qualified to carry out the obligations of the contract.

#### **6. RESERVATION OF RIGHTS**

The City reserves the right to reject any and all proposals, to waive any technicalities in the proposals or process, and to determine whether in the opinion of the City (1) a proposer is not a responsible proposer and should be disregarded and (2) what exceptions or deviations from written specifications will be accepted.

#### **7. SIGNATURE CONSTITUTES ACCEPTANCE**

The signing of these proposal forms shall be construed as acceptance of all provisions contained herein.

#### **8. CONTRACTS**

The successful proposer will be required to enter into a contract/redevelopment agreement incorporating the terms of the proposal, the terms of sale previously set forth, and those negotiated in the redevelopment agreement.

#### **9. EQUAL EMPLOYMENT OPPORTUNITY**

In submitting its proposal, the proposer will be deemed to have represented the following:

- a) The proposer will not discriminate against any employee or applicant for employment for any unlawful reason, including age, race, creed, color, sex, national origin or unfavorable discharge from military and will take affirmative action to ensure that employees are treated equally during employment. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The proposer will, in all solicitations or advertisements for employees placed by or on behalf of the contract, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, national origin, unfavorable discharge from the military or any other unlawful reason.
- c) The proposer will furnish all information and reports required in Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his/her books, records and account by the

contracting agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations and orders.

- d) In the event of the proposer's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contract, in accordance with the procedures authorized in Executive Order of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- e) The proposer shall include the provisions of paragraphs a through d in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Sec. 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The proposer shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### **10. EXAMINATION OF DOCUMENTS AND SITE**

Before submitting its proposal, each proposer shall carefully examine the property and the contract documents, fully inform themselves of existing conditions and limitations of the property, rely entirely upon their own judgment in making the proposal, and include in their proposal all sums sufficient to provide all work required by the contract documents. After opening of proposals, no additional allowance will be made for reasons that would have been apparent by examination of the documents and site. By submitting a proposal, each proposer shall be held to represent that they have made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the sale.

#### **11. HOLD HARMLESS AND INDEMNIFICATION**

- Any proposer, agent of a proposer or contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the City of Aurora and its members individually, their officers, employees, servants and agents, from and against all claims, actions, suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:
- Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.
- Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:

- Caused in whole or in part by an act, error or omissions by the contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder;
- Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto;
- Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

## **12. LATE PROPOSALS**

Proposals received after the time specified in the Request for Proposal will not be considered. The method of transmittal of the proposal is at the proposer's risk of untimely receipt by the City. The use of City equipment for transmission of proposals is prohibited.

**The required Proposal form is set forth on the following pages. Affidavits and certifications to be signed and submitted with the Proposal are on the following pages.**



CITY OF AURORA CITY HALL  
44 E DOWNER PLACE  
AURORA, IL  
60505

**18.08-Acre Bilter Road Site Aurora, IL**  
**RFP Proposal Form**

For the conveyance of fee simple interest in the 18.08-acre Bilter Road Site located on Bilter Road, Aurora, Illinois, Parcel Numbers 15-01-200-037, 15-01-200-038, 15-01-200-005, 15-01-200-006, 15-01-200-007, 15-01-200-008, 15-01-200-009 all in the Township of Aurora, Kane County, Illinois

This Proposal is contingent upon the following (*please check all that apply*):

\_\_\_\_\_ Within \_\_\_\_\_ days of the signing the real estate purchase agreement, the City of Aurora delivering to the prospective purchaser, at the owner's cost, a commitment for an ALTA owner's title insurance policy issued by Chicago Title Insurance Company;

\_\_\_\_\_ Within \_\_\_\_\_ days of the signing of the real estate purchase agreement, the City will deliver to the prospective purchaser the existing survey of the property prepared by a surveyor licensed by the State of Illinois;

\_\_\_\_\_ The prospective purchaser obtaining, within \_\_\_\_\_ days, soil borings sufficient to establish that the property is amenable to the proposed use by the proposer;

\_\_\_\_\_ The prospective purchaser obtaining, within \_\_\_\_\_ days, financing in an amount equal to 75% of its final proposal;

\_\_\_\_\_ The prospective purchaser obtaining, within one hundred twenty (120) days, the Aurora City Council's approval and rezoning to develop the property in accordance with the City's zoning standards, as well as approval of preliminary engineering;

\_\_\_\_\_ The prospective purchaser obtaining, within the same one hundred twenty (120) days, sufficient ingress and egress from the property for the purpose of developing the property in accordance with the City's zoning standards.

Accompanying this Proposal, the proposer has also provided documents of (***please check all that apply***):

\_\_\_\_\_The projected timeframe in which the proposer anticipates full buildout and occupancy of the proposed development of the property;

\_\_\_\_\_The proposer's past history and experience in developing, marketing, and timely completing similar projects in the greater metropolitan Chicago area;

**Proposal prepared by:**

Please print name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone No: \_\_\_\_\_

Date: \_\_\_\_\_

- Please note the subject line as "**RFP 25-008: N. Bilter Property**"
- Note: The following documents found in the General Instructions to Proposers must be included with your Proposal: Non- Collusion Affidavit, Certification re: bid rigging or bid rotation, Sexual Harassment Clause, and Certificate of Compliance with Illinois Drug-Free Workplace Act. Failure to do so may invalidate your bid.
- Proposals are due via email to: [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us) before 4:00 pm (CST), Wednesday, January 29, 2025. There will not be a public opening.

**NON-COLLUSION AFFIDAVIT** (must be signed, notarized and submitted with proposal.)

STATE OF ILLINOIS            )  
  )       ss.  
COUNTY OF                    )

The undersigned proposer or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
Proposer or Agent

FOR:

Firm or Corporation: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**CERTIFICATION** (must be signed and submitted with proposal.)

The proposer hereby certifies that the proposer is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotation provisions of Article 33E of the Criminal Code of 1961, as amended.

---

Signature



## **CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE**

### **WORKPLACE ACT** (must be signed and submitted with proposal.)

The undersigned proposer or agent, having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Public Act 86-1459) that he/she/it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and further certifies that he/she/it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

---

Signature

## **INQUIRIES**

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 12:00 pm (CST), Wednesday, January 22, 2025. Questions expect to be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Friday, January 24, 2025. NO questions will be accepted or answered verbally. No questions will be accepted or answered after the Wednesday, January 22, 2025, 12:00 pm cut-off date/time. It is the Proposer's responsibility to check the website before submitting their proposal.

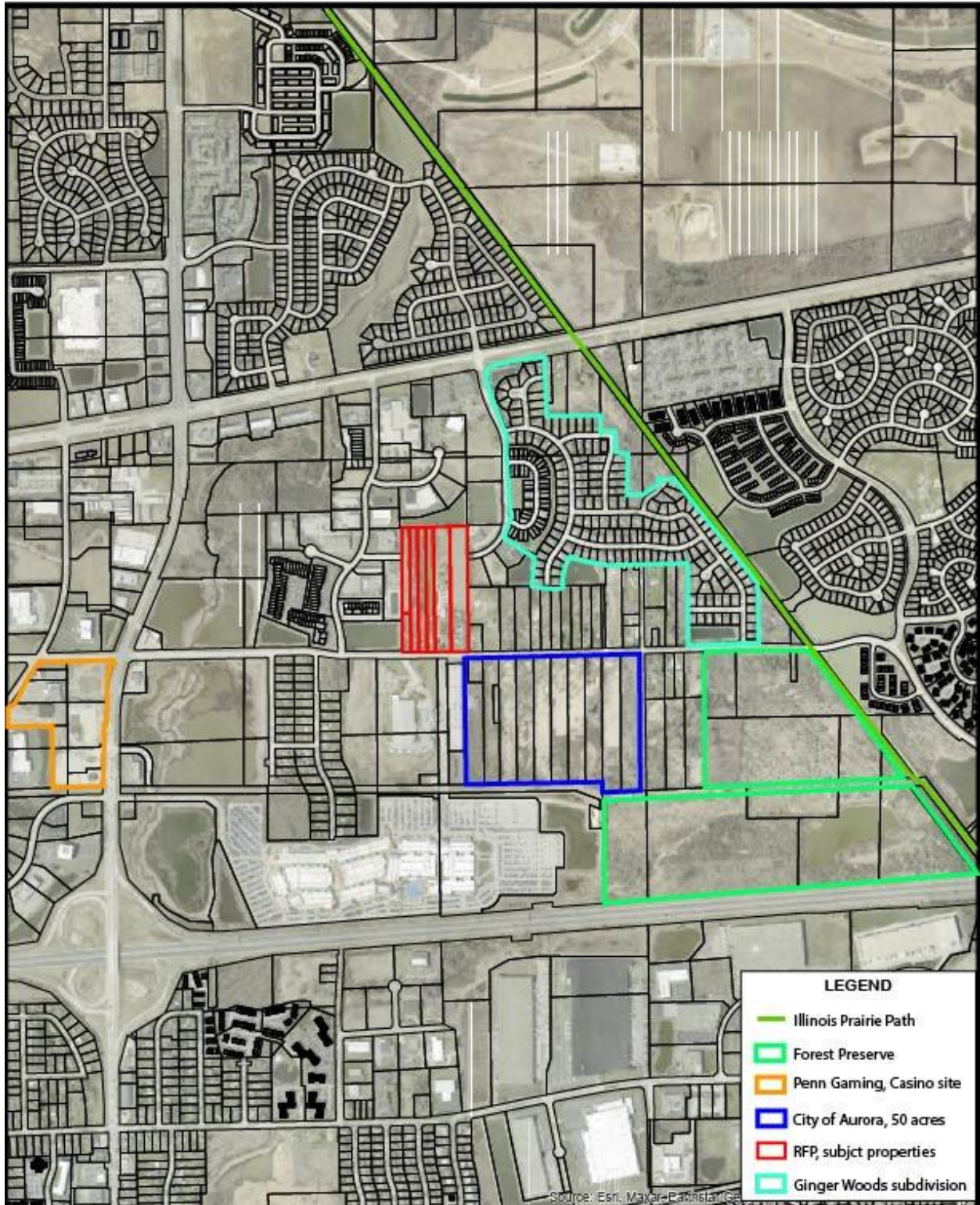
## **ATTACHMENTS**

**Attachment 1: Location Map**

**Attachment 2: Zoning Map**

## ATTACHMENT 1

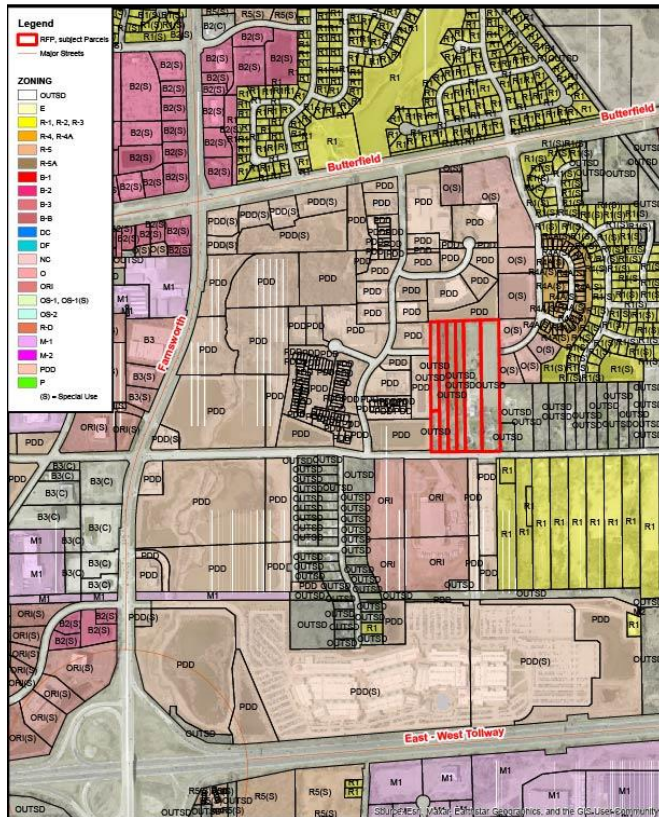
### Location Map





## ATTACHMENT 2

Zoning Map



Symbol	Zoning District
E	Estate Dwelling District
R-1, R-2, R-3	One Family Dwelling District
R-4, R-4A	Two Family Dwelling District
R-5	Multiple Family Dwelling District
R-5A	General Residence District
B-1	Business District - Local Retail
B-2	Business District - General Retail
B-3	Business & Wholesale District
B-B	Business Boulevard District
NC	Neighborhood Commercial
DF	Downtown Fringe
DC	Downtown Core
O	Office
ORI	Office/Research/Light Industrial
R-D	Research & Development District
M-1	Manufacturing District - Limited
M-2	Manufacturing District - General
PDD	Planned Development District
P	Park / Open Space
OS-1	Conservation, Open Space and Drainage District
OS-2	Open Space and Recreation District
(S)	Special Use District
	Zoning Boundaries
	Railroads
	Paths
	Section Corners