



City of Aurora, IL
Purchasing
Jolene Coulter, Director of Purchasing
44 E Downer Place, Aurora, IL 60502

[DEPUE MECHANICAL INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-200

East Well Collector Combination Pressure Reducing & Pressure Sustaining Valve Replacement

RESPONSE DEADLINE: November 12, 2025 at 11:00 am

Report Generated: Monday, November 24, 2025

Depue mechanical inc. Response

CONTACT INFORMATION

Company:

Depue mechanical inc.

Email:

adam.gregoriou@depuemechanical.com

Contact:

Adam Gregoriou

Address:

113 S Ridge Road
Minooka, IL 60447

Phone:

N/A

Website:

N/A

Submission Date:

Nov 12, 2025 10:23 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Nov 12, 2025 8:26 AM by Adam Gregoriou

QUESTIONNAIRE

1. Bid Deposit*

Please download the below documents, complete, and upload.

- [Bid Bond Form WTP.pdf](#)

Signed.BOND_6737815_11112025124337.pdf

2. Proposal Form*

Pass

Please download the below documents, complete, and upload.

- [Proposal Form 25-200.pdf](#)

Proposal_Form.pdf

3. Contact Information*

Pass

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

Contact_Information.pdf

4. References*

Pass

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

Kankakee IL, Kensing LLC, (606) 367-2494, John Helton, 09/2023

LaSalle IL, Carus Chemical Company, (513) 572-9137, (513) 572-9137, Paul Walker, 04/2023

5. 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:

Litgen Concrete

1020 Nerge Rd

Elk Grove Village, IL 60007

(847) 923-5600

Mike Maude

6. 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

7. 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

8. 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

9. Apprenticeship or Training Program Certification*

Pass

Please download the below documents, complete, and upload.

- [Aurora Training Program Cer...](#)

Apprenticeship_Certified.pdf

10. Union/Apprenticeship Requested Documentation*

Pass

Please provide verification letter like sample attached.

- [Apprenticeship Program Lett...](#)

DePue_Mech.pdf

11. Local Vendor Preference Application*

Pass

Please download the below documents, complete, and upload.

- [COA 2024 Local Preference V...](#)

Local_Vendor_Preference_Application.pdf

12. Standard City of Aurora Contract*

Pass

Please download the below documents, sign, and upload.

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

20251112101309062.pdf

13. Additional Information

Pass

Aurora_Bid_Number_25-200_Proposal.pdf

PRICE TABLES

PROPOSED ALTERNATE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Lead Time (weeks)
1	Proposed Alternate 1 - Remove, furnish, and install all equipment, piping, and appurtenances specified, shown in the Plans, and as needed for Proposed Alternate 1 for a complete and operational system.	1	Lump Sum	\$121,092.00	\$121,092.00	
TOTAL					\$121,092.00	

PROPOSED ALTERNATE 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Lead Time (weeks)
2	Proposed Alternate 2 - Remove, furnish, and install all equipment, piping, and appurtenances specified, shown in the Plans, and as needed for Proposed Alternate 2 for a complete and operational system.	1	Lump Sum	\$156,074.00	\$156,074.00	
TOTAL					\$156,074.00	

ALLOWANCES

Line Item	Description	Unit of Measure	Unit Cost
3	Items Ordered by the Engineer	Allowance	\$7,500.00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

DePue Mechanical, Inc.
P. O. Box 857
Minooka, IL 60447

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496
Mailing Address for Notices
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Aurora
44 E. Downer Place
Aurora, IL 60507

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

East Well Collector Combination Pressure Reducing & Pressure Sustaining Valve Replacement 25-200

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2025.


(Witness) Lauren Daniels - Executive Assistant

DePue Mechanical, Inc.

(Principal)

By:

(Title) Jim Jacobsen, Jr. - President


The Cincinnati Insurance Company

(Surety)

By:

(Title) Quanda Warren, Attorney-in-Fact




(Witness) Dave Roth

PROPOSAL FORM

Return with Bid

TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of DePue Mechanical, Inc.
for the improvement known as the **Bid Number 25-200, City of Aurora, Water Treatment Plant, Combination Pressure Reducing & Pressure Sustaining Valve Replacement Project.**
2. The specifications for the proposed improvements are those prepared by the City of Aurora, Water Production Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.

10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

The undersigned further agrees to execute a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **ten (10)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work as stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **10% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ _____
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications* and Article SC – 6.7 of the *City of Aurora – Supplementary Conditions*.

18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Ninety (90) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7 and City of Aurora – Supplementary Conditions Article SC – 6.7.
22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of 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.
25. The undersigned submits herewith the Pricing Table for this project included in OpenGov covering the work to be performed under this contract:



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name DePoe Mechanical, Inc.

Signed By [Signature] President

Business Address 113 S. Ridge Road

Minooka, IL 60447

President Jim Jacobsen, Jr.

Secretary Jim Jacobsen, Jr.

Treasurer Tom Harrigan

Attest: [Signature]

Secretary

Treasurer

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) 255-2500

To place an order:

Name: Mitch Brozovich
Ph: (815) 514-0669 Fax: (815) 255-2501
E-mail: mitch.brozovich@depuemechanical.com

Billing & Invoicing questions:

Name: Mitch Brozovich
Ph: (815) 514-0669 Fax: (815) 255-2501
E-mail: mitch.brozovich@depuemechanical.com

Questions:

Name: Mitch Brozovich
Ph: (815) 514-0669 Fax: (815) 255-2501
E-mail: mitch.brozovich@depuemechanical.com

Bidder's Name: DePue Mechanical, Inc.

Signature & Date: Lauren Daniels 11/12/25
Lauren Daniels - Executive Assistant to President

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: DeRue Mechanical, Inc.

By: 
Lauren Deirre (Signature)

Address: 113 S. Ridge Rd, Minnetonka, IL 60447 Title Executive Assistant to President

PIPEFITTERS' TRAINING FUND, LOCAL UNION 597

10850 W. 187th Street, Mokena, IL 60448 708.326.9240 TRAINING@PFTF597.ORG

6/5/25

Lauren Daniels
DePue Mechanical
lauren.daniels@depuemechanical.com
www.depuemechanical.com
113 S. Ridge Road,
PO Box 857,
Minooka, IL 60447

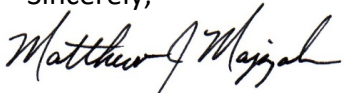
Lauren:

This letter verifies that The Pipefitters' Training Fund, Local Union 597, is registered with the United States Department of Labor, apprenticeship registration number IL017780093.

This letter also verifies that DePue Mechanical is signatory to the Collective Bargaining Agreement and participates in the Pipe Fitters' Apprenticeship Program and is in good standing.

Please call 708-326-9240 if you have any questions regarding this information.

Sincerely,



Matthew J. Majszak
Pipe Fitters' Training Center
Local Union 597



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: 11/12/25
- 2) Name of Business: DePue Mechanical, Inc.
- 3) Address of Local Office: 113 S. Ridge Road
- 4) City, State, Zip: Minooka, IL 60447
- 5) Company's Web Address: www.depuemechanical.com
- 6) Phone: (815) 255-2500 Fax: (815) 255-2501
- 7) County your Local Business is Located In: Grundy

Submitted By (Signature): Lauren Daniels

Print Name and Title: Lauren Daniels - Executive Assistant to President

Email Address: lauren.daniels@depuemechanical.com

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 11/12/25 ("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 Deque Mech ("Bidder"), located at 113 S. Ridge Road, Minooka, IL 60447

WHEREAS, the City issued an Invitation to Bid ("ITB") on 10/14/25 for the ; and Bid Number 25-200

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) appropriately 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

Adam Gregoriou

FULL NAME

11/12/25

DATE SIGNED

V.P. Pre-Construction

TITLE

VIA email:

Nov 12, 2025

City of Aurora
1111 Aurora Ave, Aurora, IL 60505

Attention:

RE: Aurora East Well Collector Combination Pressure Reducing & Pressure Sustaining Valve Replacement Bid Number 25-200 Quote # (2208)

Investment Summary:

We submit herewith our proposal to furnish all necessary labor, supervision, materials, tools, equipment and consumables to complete the scope-of-work described below as outlined in the project documents and job site walk-thru.

The below mentioned scope of work can be completed for the firm, Lump Sum Investment of:

Alternate #1 - \$121,092.00

Alternate #2 - \$156,074.00

Scope-of-Work includes:

- Complete scope of work per provided drawing bid package dated 10/1/2025.
- After alternate selection by Aurora, work to be scheduled and performed during a scheduled weekday (Monday - Friday) downtime.
 - Proposal included site mobilization and prepwork prior to shutdown to minimize shutdown duration
 - 1 day startup of new Claval flanged pressure reducing & sustaining valve included
 - Includes concrete scanning above existing piping prior to drilling anchors for rigging point install

Exclusions/Clarifications:

General:

1. Site Temporary Dumpsters, Port-o-Lets, Power (Power to be made available to DePue at no charge), and Office or Lunch Space to be provided by owner/other
2. Temporary Water or Water for Testing. Water to be furnished by Owner/Others
3. No relocation of existing piping or systems to accommodate work – unless specifically identified in DePue Scope-of-Work.
4. Obtaining Building Permits, By Owner/Others (if applicable)
5. Isolation, Draining, or Refilling of systems is not included in this proposal
6. Piping System – Identification, Labels and/or Valve Markers & Tags/ID not included

Subcontractors:

1. 3rd Party Testing Services, Contractors, Fees – are excluded (N.I.S.) unless specifically indicated otherwise in the scope-of-work section of DePue Proposal is not included

2. No Electrical work of any kind has been Included in Proposal
3. No Painting – Preparation, Prime, Finish Coat, Touch-up has been Included in Proposal
4. Furnishing of scaffolding of any kind is excluded (N.I.S.) unless specifically indicated otherwise in the scope-of- work section of DePue Proposal.
5. No Insulation work of any kind has been Included in Proposal
6. No Fire Protection work of any kind has been included in Proposal

Labor:

1. Premium, Overtime and/or Shift Work to Meet Schedule – excluded (N.I.S.) unless specifically indicated otherwise in DePue Proposal and Scope-of-Work.
2. Start-up Assistance and/or Standby Assistance except as specifically included under Scope-of-Work (the services can be furnished on a Time and Material basis at additional cost to the contract.)

Financial:

1. State Sales and Use Tax. If work is to be tax exempt – Owner to furnish appropriate documentation to support, evidence that project/Owner facility is "Tax Exempt."
2. Permit Fees & Permitting Assistance by Owner/Others

Engineering:

1. Engineering and Professional Design Services are excluded (N.I.S.) unless specifically indicated otherwise.
2. Seismic Bracing of any kind - work or calculations are not included

Safety:

1. LOTO, isolation and making lines safe for tie-ins to be performed by Owner with coordination by Depue Mechanical
2. Asbestos Sampling, Testing and/or Abatement of Any Kind is not included
3. Lead Paint Sampling, Testing and/or Abatement of Any Kind is not included

Thank you very much for allowing DePue Mechanical Inc. to provide a proposal for this project. If there are any questions in regards to our proposal please contact me at your convenience.

Very Respectfully Submitted,

Adam Gregoriou
(708) 724-3151
adam.gregoriou@depuemechanical.com

Expiration Date: Dec 12, 2025