



Invitation to Bid 22-108

ELECTRICAL SERVICES 2023

BID PROPOSALS DUE

**Wednesday, December 14, 2022
At 2:00 P.M.**

**City of Aurora
City Clerk's Office, 1st Floor
44 E Downer Place
Aurora, Illinois**

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054, adopted on June 26, 2018.
- 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. 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.

☒ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Utility Dynamics Corporation

ADDRESS 23 Commerce Drive

CITY/STATE/ZIP CODE Oswego, IL 60543

NAME OF CORPORATE/COMPANY OFFICIAL Joseph B. Spencer

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE _____

DATE 12/14/2022

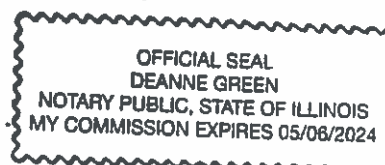
Subscribed and Sworn to

TELEPHONE (630) 554-1722

Before me this 14th day
of December, 2022

Deanne Green

Notary Public



STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER'S TAX CERTIFICATION

(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.

DATED this 14th day of December, 2022.

By [Signature]
(Signature of Bidder's Executing Officer)
Joseph B. Spencer
(Print name of Bidder's Executing Officer)
President
(Title)

ATTEST/WITNESS:

By [Signature: Christie Maday]
Christie Maday
Title Corporate Secretary

Subscribed and sworn to before me this
14th day of December, 2022.

[Signature: Deanne Green]
Notary Public

(SEAL)



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 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, 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. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

American Line Builders Area Joint Apprenticeship and Training Committee

- III. Except for any work identified above, any bidder 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. 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.**

Bidder: Utility Dynamics Corporation

By:


Joseph B. Spencer (Signature)

Address
: 23 Commerce Drive
Oswego, IL 60543

Title

: President

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

The proposer shall also include with his return Proposal a signed copy of the enclosed affidavit, contractor's tax certification form, literature, etc., as required within the Bid Proposal Specifications.

The undersigned proposer, having examined the specifications and other documents, hereby agrees to supply services as per the attached specifications and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

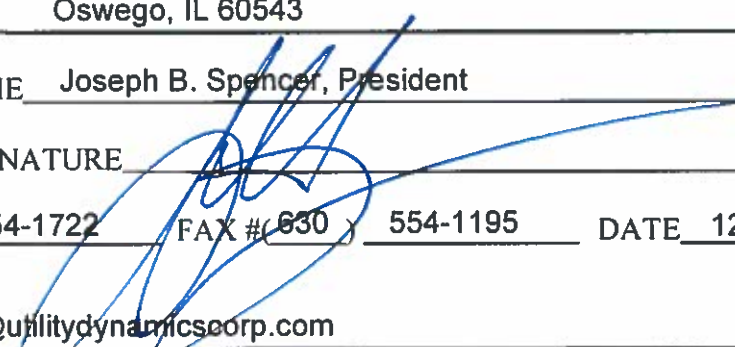
**PLEASE SUBMIT ONE (1) ORIGINAL AND
TWO (2) COPIES OF YOUR PROPOSAL**

TO BE CONSIDERED ALL PROPOSALS MUST:

BE SIGNED

RECEIVED PRIOR TO DUE DATE AND TIME

PROPOSAL SUBMITTED BY

COMPANY Utility Dynamics Corporation
ADDRESS 23 Commerce Drive
CITY, STATE, ZIP Oswego, IL 60543
PREPARER'S NAME Joseph B. Spencer, President
AUTHORIZED SIGNATURE 
PHONE # (630) 554-1722 FAX # (630) 554-1195 DATE 12/14/2022
EMAIL contact@utilitydynamicscorp.com

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

CONTACT INFORMATION

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

Customer Service/General Information: Ph: (630)554-1722

To place an order:

Name: Joseph B. Spencer
Ph: (630)554-1722 Fax: (630)554-1195
E-mail: contact@utilitydynamicscorp.com

Billing & Invoicing question:

Name: Christie Maday
Ph: (630)554-1722 Fax: (630)554-1195
E-mail: cmaday@utilitydynamicscorp.com

Questions:

Name: Joseph B. Spencer
Ph: (630)554-1722 Fax: (630)554-1195
E-mail: contact@utilitydynamicscorp.com

Contractor's Name: Utility Dynamics Corporation

Signature & Date: 12/14/2022

Joseph B. Spencer, President

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

REFERENCES

(Please Type)
Organization Village of Montgomery
Address 200 N. River Street
City, State, Zip Montgomery, IL 60538
Phone Number (630)331-2124
Contact Person Shawn Murphy
Date of Project 2020, 2021 & 2022

Organization Village of Sugar Grove
Address 601 Heartland Drive
City, State, Zip Sugar Grove, IL 60554
Phone Number (630)391-7230
Contact Person Bryan Beach
Date of Project 2020, 2021 & 2022

Organization Village of Chicago Ridge
Address 10455 S. Ridgeland Ave.
City, State, Zip Chicago Ridge, IL 60415
Phone Number (708)425-7700
Contact Person Stan Barwock
Date of Project 2021 & 2022

Contractor's Name: Utility Dynamics Corporation

Signature & Date: 12/14/2022

Joseph E. Spencer, President

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

BID PROPOSAL FORM

Bid Due Date & Time: 2:00 p.m. CST, Wednesday, December 14, 2022

To: **City of Aurora
City Clerk's Office, 1st Floor
44 E Downer Place
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: Utility Dynamics Corporation

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

No. 1, No. 2, No. _____, (Vendor to acknowledge addenda here.)
 - B. To be prepared to execute a contract with the Owner within ten (10) calendar days after approval by the Aurora City Council.

Contractor's Name: Utility Dynamics Corporation

Signature & Date: Joseph B. Spencer, President

12/14/2022

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

BID PROPOSAL FORM

I/We propose to furnish material and labor as specified in the attached Specifications to Bid at the following delivered price:

NET hourly rate of:	\$ 150.00
Unit price per lineal foot directional boring unit duct:	\$ 16.00
Unit price each for concrete foundations:	\$ 800.00

All bid prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base bid price will be accepted without written approval of the Director of Purchasing.

Contractor's Name: Utility Dynamics Corporation

Signature & Date:  12/14/2022

Joseph B. Spencer, President

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

BID PROPOSAL FORM

The City of Aurora reserves the right at any time and for any reason to cancel this Invitation to Bid, to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date set forth above. The City may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the bid to the lowest responsible Bidder 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.

SUBMITTED BY

COMPANY Utility Dynamics Corporation

ADDRESS 23 Commerce Drive

CITY, STATE, ZIP Oswego, IL 60543

PREPARER'S NAME Joseph B. Spencer
Please Type

CONTRACT PERSON Joseph B. Spencer
Please Type

AUTHORIZED SIGNATURE  President
Title

PHONE # (630) 554-1722 FAX # (630) 554-1195 DATE 12/14/2022

EMAIL contact@utilitydynamicscorp.com

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

AFFIDAVIT OF COMPLIANCE

APPLICANT: Utility Dynamics Corporation
NAME
23 Commerce Drive, Oswego, IL 60543
ADDRESS

As a condition of entering into a contract with the City of Aurora, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

(Please Print or Type) Joseph B. Spencer

being first duly sworn on oath, deposes and states that he is

President

(the sole owner, a partner, a joint venture, the President, the Secretary, etc.) of:

Utility Dynamics Corporation
NAME OF COMPANY

the party making the foregoing bid, and that he has the authority to make any disclosures and certifications required by this Affidavit on behalf of the bidder and that all the information contained in this Affidavit is true and correct in both substance and fact.

APPENDIX G

CONTRACT

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

CONTRACT

THIS AGREEMENT, entered on this ____ day of _____, 2022, for the ELECTRICAL SERVICES 2023 at various locations throughout Aurora, Illinois ("Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and

_____, ("Contractor"), located at _____.

WHEREAS, the City issued an Invitation to Bid ("Bid") on November 27, 2022 for the
the
ELECTRICAL SERVICES 2023 Electrical Division, Aurora, IL, and

WHEREAS, the Contractor submitted a Bid Proposal in response to the Invitation to Bid and represents that it is ready, willing and able to perform the Services specified in the Bid Proposal and herein as well as any additional services agreed to and described in the Specifications; and

WHEREAS, on _____, 2022, the City awarded a contract to
_____.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Contract Agreement Documents.** The Agreement shall be deemed to include this document, Contractor's response to the Bid, to the extent it is consistent with the terms of the Invitation to Bid, 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.

Bid 22-108 ELECTRICAL SERVICES 2023

In connection with the Bid Proposal and this Agreement, Contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the Bid Proposal and this Agreement is truthful and correct. Contractor 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.** Contractor shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. **Term.** This contract shall be for the period of one year beginning January 1, 2023 with the option to renew for two one-year periods (2024 and 2025) based on mutual agreement between the bidder and the City of Aurora.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Contractor's Bid Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the Bid Proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. **Schedule of Payment.** The City shall pay the Contractor for the Services in accordance with the amounts set forth in Exhibit 2. The Contractor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice, where applicable.

5. **Performance of Services.**

Standard of Performance. Contractor 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. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor 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. Contractor 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 Contractor 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 Contractor from the responsibilities set forth herein.

Notwithstanding the foregoing, Contractor shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Contractor the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Contractor's performance of Services as set forth in this Agreement.

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 Contractor with thirty (30) 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 Contractor only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor 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 Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

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.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Utility Dynamics Corporation

(SEAL)

By  Joseph B. Spencer
President – Contractor

ATTEST:

 Christie Maday
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____(SEAL)

_____(SEAL)
Contractor

**CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108
ELECTRICAL SERVICES 2023**

EXHIBIT 1

(INVITATION TO BID)

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

EXHIBIT 2

(BID PROPOSAL FORM 22-108)

APPENDIX H

Kane County Prevailing Wage

Please refer to the State of Illinois website for the current prevailing wage rates:

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

APPENDIX I

LOCAL VENDOR PREFERENCE APPLICATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place Suite 450 Downers Grove IL 60515	CONTACT NAME: CSUConstruction	
	PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No):	
INSURED Utility Dynamics Corporation 23 Commerce Drive Oswego IL 60543	E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual	NAIC # 23043
	INSURER B: Columbia Casualty Company	31127
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 301060097 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		TB2-Z91-473583-012	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-Z91-473583-022	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		TH7-Z91-473583-062	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC2-Z91-473583-032	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B B	Leased/Rented Equip Professional/Pollution Liability		YM2-Z91-473583-052 CEO6072428988 CSB6072429008	11/1/2022 11/1/2022 11/1/2022	11/1/2023 11/1/2023 11/1/2023	Limit: \$375,000 Limit (Occ/Agg): \$2,000,000 Deductible: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Aurora, their agents, and employees are included as additional insureds under General Liability and Automobile Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form.

30 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Aurora
44 E. Downer Place
Aurora IL 60507-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Neil R. Hughes

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RFB – Electrical Services 2023 (22-108)

ADDENDUM NO. 1

TO: All Bidders

FROM: Engineering Division, City of Aurora

DATE: December 7, 2022

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS. THIS SIGNED FORM MUST BE RETURNED WITH THE BID.

Please incorporate the following information into the above referenced Request for Bids (RFB):

- This Addendum does not change the due date for this RFB. Sealed bids still must be received by the City Clerk's Office, 44 E. Downer Place, Aurora, IL 60507 by 2:00 P.M., December 14, 2022, at which time they will be opened and read publicly via non-mandatory teleconferenced and live streamed bid opening.
- The following questions were presented to the City (with responses from the City in red):

1. *Does the "Net Hourly Rate" include all equipment regardless of what is required (vehicles, equipment, Foreman, Journeyman, etc.)?*

Yes. However, if the work requested requires considerably more equipment or manpower than typical work requests, the contractor may request, and the City will consider, additional compensation.

2. *Does the "Net hourly rate" include travel time to and from the City?*

Yes, travel time can also be billed at the "Net Hourly Rate".

3. *Does the unit price for "Directional Boring Unit Duct" include test pits, exploratory excavations, peep holes, etc. regardless of the location of the work (back yards, right-of-way, etc.)?*

Yes

4. *Does the unit price for "Directional Boring Unit Duct" include all equipment, manpower, and labor regardless of the length of the bore?*

Yes

Electrical Services 2023

Addendum No. 2

Page 2 of 2

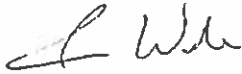
5. Does the unit price for "Concrete Foundations" include all charges associated with minimum loads and spoil disposal?

Yes. However, if the work requested requires atypical load sizes or substantial spoil disposal, the contractor may request, and the City will consider, additional compensation.

6. Do the unit prices reflect a minimum project length and can the Contractor be called out for as little as an hour of labor?

Yes, the City may request as little as a single hour of work at the unit prices provided.

Sincerely,



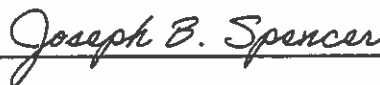
Ian Wade, P.E.

City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT PurchasingDL@aurora.il.us IMMEDIATELY UPON RECIEPT.

COMPANY NAME Utility Dynamics Corporation

SIGNATURE OF COMPANY
REPRESENTATIVE



RFB – Electrical Services 2023 (22-108)

ADDENDUM NO. 2

TO: All Bidders

FROM: Engineering Division, City of Aurora

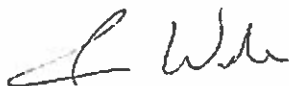
DATE: December 8, 2022

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS. THIS SIGNED FORM MUST BE RETURNED WITH THE BID.

Please incorporate the following information into the above referenced Request for Bids (RFB):

- This Addendum does not change the due date for this RFB. Sealed bids still must be received by the City Clerk's Office, 44 E. Downer Place, Aurora, IL 60507 by **2:00 P.M., December 14, 2022**, at which time they will be opened and read publicly via non-mandatory teleconferenced and live streamed bid opening.
- Addendum 1 stated that "travel time can also be billed at the Net Hourly Rate". However, after discussing further internally, the City has since determined that because this award will be based on hourly rates provided and will not factor in the distance to Aurora to be traveled by the awarded contractor, travel time will not be billable. As such, only time onsite will be eligible to be billed at the "Net Hourly Rate". This policy supersedes the above referenced statement which was included with Addendum 1.
- While the unit prices provided "per lineal foot directional boring unit duct" and "each for concrete foundations" should be all-inclusive, the awarded contractor may submit for additional compensation if atypical conditions or requirements (such as contaminated soil disposal, boring through bedrock, etc.) are encountered. These additional costs will be considered, but not guaranteed, for payment by the City.

Sincerely,

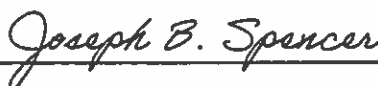


Ian Wade, P.E.
City of Aurora Engineering Division

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COMPANY NAME Utility Dynamics Corporation

SIGNATURE OF COMPANY
REPRESENTATIVE _____





Cash Register Receipt
Aurora, IL

Receipt Number
L11816

CITY OF LIGHTS

DESCRIPTION	ACCOUNT	QTY	PAID
LicenseTRAK			\$100.00
PWCN-00402 Address: APN:			\$100.00
PUBLIC WORKS RIGHT OF WAY CONTRACTOR			\$100.00
GENERAL	101-4040-321-.06-10	0	\$100.00
TOTAL FEES PAID BY RECEIPT: L11816			\$100.00

*Expires
April 2023*

Date Paid: Wednesday, April 13, 2022

Paid By: UTILITY DYNAMICS CORPORATION

Cashier: FAIE

Pay Method: CHECK 92512

Christie Maday

From: Contact
Sent: Wednesday, April 13, 2022 1:46 PM
To: Christie Maday
Subject: FW: License No.: PWCN-00402 Site Address:

-----Original Message-----

From: EFair@aurora-il.org <EFair@aurora-il.org>
Sent: Wednesday, April 13, 2022 1:44 PM
To: Contact <contact@utilitydynamicscorp.com>
Subject: License No.: PWCN-00402 Site Address:

Thank you for your license application and willingness to comply with Aurora's Regulations.
Your license is now in an ACTIVE Status.
Please take a moment to file a customer satisfaction survey here http://www.surveymonkey.com/s/app_process

LICENSE DETAIL

License No.: PWCN-00402
License Type : PUBLIC WORKS RIGHT OF WAY CONTRACTOR
SubType ; GENERAL
Site Address :
Status : ACTIVE
Issued Date :
Expired Date :

LOCATION DETAIL

Site Address :
PIN Number :
Unit Number :
Description :

FEE DETAIL

Fees Due : \$ 0

Default Inspector
Inspector :

Owner Detail - Please verify if anything has changed and reply if anything has.

Owner : UTILITY DYNAMICS CORPORATION
Company : UTILITY DYNAMICS CORPORATION
DBA :
Address1 :
Address2 :
CSZ : ,



VERIFICATION CERTIFICATE

License No. _____

Bond No.: 107242110

Current Billing Term From March 27, 2022 to March 27, 2023

THIS IS TO CERTIFY that the above referenced Bond,
issued by Travelers Casualty and Surety Company of America,
dated March 27, 2020, in the amount of Twenty Thousand (\$20,000.00) on behalf of
UTILITY DYNAMICS CORPORATION (as Principal),
and in favor of City of Aurora (as Obligor),
remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated December 17, 2021

Travelers Casualty and Surety Company of America



By: _____

Russell E. Vance

Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Russell E. Vance, of Hartford, CT, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107242110

Principal: UTILITY DYNAMICS CORPORATION

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17 day of December, 2021.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place Suite 450 Downers Grove IL 60515	CONTACT NAME: CSUConstruction PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com
INSURED Utility Dynamics Corporation 23 Commerce Drive Oswego IL 60543	UTILIDYN-02
INSURER(S) AFFORDING COVERAGE	
INSURER A: Liberty Mutual	NAIC # 23043
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 476296641

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		TB2-Z91-473583-011	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-Z91-473583-021	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		TH7-Z91-473583-061	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC2-Z91-473583-031	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip		YM2-Z91-473583-051	11/1/2021	11/1/2022	Limit \$375,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contractors License. City of Aurora is named as additional insured on general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Aurora
44 E. Downer Place
Aurora IL 60507-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF LIGHTS

RICHARD C. IRVIN
Mayor

Dear Vendor:

Thank you for your interest in doing business with the City of Aurora. Each year, the City buys a variety of products ranging from office supplies to equipment to a wide range of professional and technical services. These purchases are accomplished through the Procurement Division of the City's Finance Department.

Vendors who wish to do business with the City of Aurora must first take steps to become aware of the materials, supplies, equipment or services sought by the City. Vendors should also register to receive notice of the City's procurement needs. To ensure you receive notice of the procurement activities most appropriate to you, please complete the enclosed Forms. Please be sure to provide a description of the products you offer on the Vendor Application form where indicated. The City sends copies of bid specifications to vendors registered for the specific products and services. We also advertise bids on our website at <https://www.aurora-il.org/bids.aspx>, in our local newspaper, the *Aurora Beacon News*, and DemandStar. Most non-construction bid packages can be downloaded from the City's website.

The City of Aurora encourages the participation of businesses owned by minorities, women, and disabled persons (MWDP) in the City's procurement process as well as self-declared vendors. If you have obtained certification by one of the following programs and agencies, please provide a current certification certificate with your Vendor Application Form.

1. Illinois Unified Certification Program
2. Illinois Department of Central Management Services (CMS) Business Enterprise Program
3. Illinois Department of Transportation
4. Women's Business Development Center

If you have questions on how to become a vendor of the City, please call or write:

City of Aurora
Procurement Division of the Finance Department
44 E. Downer Place
Aurora, Illinois 60505
630-256-3550

We look forward to doing business with you.

Sincerely,

Richard C. Irvin

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Certification

AMERICAN LINE BUILDERS AREA JOINT APPRENTICESHIP AND TRAINING
COMMITTEE (For the States of Indiana, Illinois, Kentucky, Maryland,
Ohio, Virginia and the District of Columbia, Michigan and West Virginia)
Medway, Ohio,

For all apprenticeable occupations listed in the Standards

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



August 17, 1959

(Rev. 11-1-91)

Date

81183

Certification No.

Loi. Chao

Secretary of Labor

Anthony Dunge

Administrator, Apprenticeship Training, Employer and Labor Services