



City of Aurora, IL

**RIVER INTAKE BUILDING ROOFING MEMBRANE
REPLACEMENT
26-046**

RELEASE DATE: May 18, 2026

DEADLINE FOR QUESTIONS: May 29, 2026

RESPONSE DEADLINE: June 10, 2026, 11:00 am

Please refer to the project timeline in this document for all important deadlines.

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/aurorail>

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INSTRUCTIONS TO BIDDERS

1. SUMMARY

The City of Aurora is seeking a qualified contractor to furnish all labor, materials, equipment, and supervision necessary to provide and install a new roofing membrane over the existing membrane roof at the River Intake Building, located at 1110 Aurora Avenue, Aurora, Illinois. Work shall include all necessary preparation of the existing roof surface, installation of the new membrane roofing system, flashing, sealing, and all incidental work required to provide a complete and watertight roofing system in accordance with the project specifications.

2. TIMELINE

Release Project Date:	May 18, 2026
Pre-Proposal Meeting (Non-Mandatory):	May 26, 2026, 1:00pm 1111 Aurora Ave at the Water Treatment Plant
Question Submission Deadline:	May 29, 2026, 11:00am
Response Submission Deadline:	June 10, 2026, 11:00am

3. ACCEPTANCE OF BID PROPOSALS

a. Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.**

b. Bids may be received up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. All bids shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.

c. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids through the City's E Procurement System. Bids shall be filled out legibly in ink or type-written with all erasures, strikeouts and corrections initialed in ink by the person signing the bid.

The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a Bid. Name of person signing should be typed or printed below the signature.

d. The City of Aurora reserves the right at any time and for any reason 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. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.

e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the Bid and execute the Work should the Bid be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Bid.

The Bid will be awarded to the lowest responsive responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

4. RECEIPT OF BID PROPOSALS

1. **Bids must be submitted electronically**, up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
2. **Bids must be submitted electronically via the City's E Procurement System. There will be no exceptions!**

5. WITHDRAWAL OF BID PROPOSALS

Bids may be withdrawn prior to the deadline for submission through the City's E-Procurement System. Responding bidders may "un-submit" their proposals in OpenGov and resubmit a revised proposal at any time prior to the submission deadline.

Bidders are cautioned to carefully review their submissions before submitting. Negligence on the part of the bidder in preparing the bid shall not permit withdrawal or modification after bids have been opened.

After the bid opening, bids may not be withdrawn without the approval of the Director of Purchasing. Any request to withdraw a bid must be submitted in writing and properly signed.

No bid proposal will be opened or accepted if received after the scheduled date and time for submission.

6. BID DEPOSIT

Each Bidder shall deposit with Bid a Bid guarantee consisting of a bank draft, Bid bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable to the order of the City, in an amount not less than ten percent (10%) of the total amount of the Bid submitted, as a guaranty that in case the Bidder's Bid is accepted, the Bidder shall within one day after the date of such acceptance and notification thereof, deliver to the City a contract signed and executed by the Bidder, proper insurance certificates and a Performance and Payment Bond in one hundred percent (100%) of the contract sum furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the City as security for payment of labor and materials and for the faithful performance of the contract and compliance with the provisions of law relating to the payment of prevailing rate of wages. **Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov.** Upon notification from the City, Bidder's must deliver ORIGINAL Bid Deposit within three (3) business days. All Bid deposits will be retained by the City until a Bid award is made, at which time the Bid deposit will be promptly returned to the unsuccessful Bidders. The Bid deposit of the successful Bidder will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the Bidder shall not be considered complete, until final inspection and acceptance by the City of the Bidder's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Execution of the contract is contingent upon receipt of an acceptable Performance and Payment Bond and any required certificates of insurance. Upon failure to meet the requirements of this paragraph, the Bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the aforementioned amount.

7. AWARD

It is the intent of the City to award the bid to the lowest responsive responsible bidder meeting specifications. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

If the Bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the bid, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

8. PRICES

The price quoted for each item shall represent the full purchase price and shall include delivery to the destination specified, as well as all transportation, handling, insurance, bonding, materials, labor, and all other costs and overhead of any kind required to complete the Work. Unless otherwise specified, prices shall remain firm for the duration of the contract or purchase.

Unit prices shall not include applicable local, state, or federal taxes, unless otherwise required by law or stated in the Contract Documents.

In the event of a discrepancy in the extension of prices, the unit price shall govern.

9. DISCOUNTS

Prices quoted shall be net of all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall commence on the later of: (1) receipt of a correct invoice, or (2) final acceptance of goods or services.

10. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

12. SIGNATURES

Bid Proposals must be signed by the Bidder with his/her usual signature. Bid Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bid Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter.

When a corporation submits a Bid Proposal, its agent must present legal evidence that he has lawful authority to sign said Bid Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any Bid is executed that it is authorized to do business in the State of Illinois. Bidders by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, along with the corporate seal. The corporate address and state of incorporation must be shown below the signature. Bid Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid Proposal forms shall be initialed by the person signing the Bid Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

13. DEMONSTRATIONS

Bidders shall be required, upon request, to conduct a demonstration of the item(s) bid if the City determines it has insufficient knowledge of the item's operation or performance capability. Such demonstration shall be conducted at a location mutually agreed upon and convenient for City personnel.

14. REFERENCES

Sufficient references of all like public and/or private agencies must be submitted in the Vendor Submission section. Listing must include company name, contact person, telephone number and date purchased. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

15. ELIGIBILITY

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this Bid 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).

16. DATA

Complete and detailed product data sheets and manufacturer specifications for all roofing membrane systems, insulation, adhesives, and related materials proposed shall be included with each Bid.

17. QUESTIONS

Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid, up to, but **no later than the designated date and time as specified via the City's E Procurement System, OpenGov.** All answers to inquiries will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted.

No questions will be accepted or answered verbally.

No questions will be accepted or answered after the cut-off date/time.

It is the responsibility of the interested bidder to ensure they have received addenda, if any issued.

18. Illinois Freedom of Information Act

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.

GENERAL REQUIREMENTS

1. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Bid Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

2. CITY'S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the bid proposal and Bid in conjunction thereto.

3. BONDS AND INSURANCE

The Bidder will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the full contract price, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

The Bidder awarded the project will need to provide performance and payment bonds for one year with a letter attached from the bond company certifying that the bond may be automatically renewed for the second year.

The term Payment Bond shall be understood to mean the bond executed by the Bidder and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

The term Performance Bond shall be understood to mean the bond, executed by the contractor and his surety, guaranteeing complete execution of the contract.

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract.

The City of Aurora, by showing and substantiating sufficient proof of incompetence, negligence, poor or substandard workmanship which would cause unwarranted damage or deterioration of either premises, contents or appendages, reserves the right to terminate said Contractor without recourse from the City by successful Contractor.

4. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a bid proposal is responsible for examining the complete Invitation to Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the Bid, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed

himself, because of his failure to have so informed himself prior to submitting the bid proposal. The submission of a bid proposal shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Invitation to Bid documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its bid proposal for all contingencies.

5. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required. The City may, at its option, disqualify a Bidder and reject his bid proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

Evidence of collusion among Bidders.

- Receipt of more than one bid proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Bid.
- Unreasonable failure to complete a previous Bid within the specified time or for being in arrears on an existing Bid without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- **Any Bidder who owes the city money may be disqualified at the City's discretion.**

6. ALTERNATE PROPOSALS

The specifications have been prepared to describe the materials and services deemed by the City to best meet the project's performance requirements.

Bidders wishing to propose materials or products that deviate from the stated specifications, but which they believe to be equal, may do so by submitting all inquiries through the City's E-Procurement System, OpenGov. All proposed deviations, alternates, or substitution requests must be clearly identified and submitted no later than the date and time designated in the bid documents.

Responses to all inquiries, including requests for alternates or substitutions, will be posted through the City's E-Procurement System. Bidders may click "Follow" on the bid posting to receive email notifications of posted responses and addenda. It is the responsibility of each bidder to ensure receipt of all issued addenda.

The Director of Purchasing reserves the right to determine the acceptability of any proposed deviation based on the best interests of the City and shall reject any deviation determined to constitute a material nonconformity with the bid specifications.

7. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, 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.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

Invoices MUST contain the Purchase Order Number, as issued by the City.

The successful Bidder shall submit invoices via e-mail to:

PurchasingDL@aurora.il.us

or Mail to the following address:

City of Aurora

Attn: Purchasing Division

44 E. Downer Place

Aurora, IL 60507

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is ***our preferred method of payment!***

8. DEFAULT

Time is of the essence for this Contract. If the Contractor fails to complete the Work or provide acceptable services within the time specified, the City reserves the right, in addition to all other rights and remedies available under the Contract Documents or by law, to terminate the Contract upon written notice to the Contractor.

In the event of such termination, the City may procure completion of the Work through other sources and hold the Contractor responsible for any additional costs incurred by the City as a result of such failure.

9. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.

10. WARRANTY

The Contractor warrants that all materials furnished and all work performed under this Contract shall conform in all respects to the Contract Documents, including all drawings, specifications, and applicable standards incorporated herein, and shall be free from defects in materials, workmanship, and design.

The Contractor further warrants that all materials and workmanship provided shall be suitable for their intended purpose and shall perform in accordance with the requirements of the Contract Documents and manufacturer specifications.

11. CANCELLATION

The City reserves the right to cancel the whole or any part of the Bid if the Bidder fails to perform any of the provisions in the Bid or fails to make delivery within the time stated. The Bidder will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

12. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

13. PATENT

The successful Bidder agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the Work covered by the contract.

14. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This Bid shall be governed by and construed according to the laws of the State of Illinois.

15. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this Bid, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Bid, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A:VII, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Bid will give the City a copy of the insurance policies. The policies

must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate (combined single limit)
 - (b) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Combined single limit not less than \$1,000,000
- (4) Umbrella excess liability of \$4,000,000 per occurrence, \$4,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on the General, Auto Liability, and Umbrella insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their elected officials, employees, agents and volunteers from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

The Bidder agrees to a waiver of subrogation. Neither the Bidder nor its insurers shall have the right to pursue the City to recover its costs associated with a claim arising out of the provision of the services required.

WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Bid, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way shall the City be considered a joint employer of same under any circumstance.

PERSONNEL AND EQUIPMENT

The Bidder shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Bidder shall provide identification of its personnel if requested by the City.

Any Bidder's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the Bidder's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the Bidder, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Bid.

16. LOCAL BIDDER PREFERENCE

Ordinance No. O20-029, approved April 28, 2020, defines "Local Business" as a vendor or contractor with a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora for at least twelve (12) months prior to the bid or proposal opening date, from which the vendor, contractor, or consultant conducts business on a daily basis, including manufacturing, production, or distribution activities.

To qualify as a Local Business, the business must:

- Disclose the percentage of its workforce located within the City of Aurora;
- Be registered with the City, if applicable;
- Be subject to City taxes, including applicable sales taxes;
- Be current on all property tax and sales tax payments;

- Have no outstanding cited code violations;
- Have no outstanding debts owed to the City; and
- Maintain adequately qualified and trained staff capable of performing the work required under the bid or proposal.

17. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Bidders and encourages the successful Bid Bidder to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

18. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the Bid as specified in the specifications after the execution and acceptance of the Bid, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the Bid.

19. TIME

The Contractor shall schedule and perform the Work in a manner that meets the City's project requirements and completion schedule. The Contractor shall prosecute the Work diligently and expeditiously, and shall coordinate its activities with the City, its agents, employees, other contractors, and subcontractors as necessary for timely completion.

The Contractor shall make no claim against the City for damages arising from delays caused by the City, its agents, employees, other contractors, or subcontractors. The Contractor's sole remedy for any such delay shall be an extension of Contract Time, as determined appropriate by the City.

20. SPECIAL CONDITIONS

In the event of any conflict between the Instructions to Bidders and the Special Conditions and Specifications, the Special Conditions and Specifications shall prevail.

21. REGULATORY COMPLIANCE

The Bidder represents and warrants that all goods and services furnished under this Contract, including all labels, packaging, and containers for such goods, shall comply with all applicable federal, state, and local laws, rules, and regulations, including the Occupational Safety and Health Act, as amended, governing the design, manufacture, construction, and use of such goods or services.

The Bidder shall provide Safety Data Sheets (SDS) in compliance with the Illinois Toxic Substances Disclosure to Employees Act for all applicable materials.

22. PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and

that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Bidder except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Bidder for the cost and expenses thereof which bills shall be paid by the Bidder without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Bidder for the payment thereof.

23. RESPONSIBLE BIDDER

Section 2-331(5) of the Aurora City Code requires that bidders for city contracts in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training to be considered a responsible bidder. A bidder must affirm such participation in the Bidder's Certification submitted with any bid. Furthermore, **the bidder must submit a copy of each applicable program registration certificate with his/her bid.**

24. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

25. GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Bidder shall maintain said Work and

shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

26. CONTRACT

The successful Bidder will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within five (5) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Bidder to execute the contract within five (5) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Bid.

SCOPE OF WORK

1. Provide and Install a Replacement Roofing Membrane at the River Intake Building

General

- After contract award, job conference shall be scheduled. This meeting shall occur within a week of the anticipated start of the roofing project. The project's anticipated schedule of progress and any last-minute details will be addressed. The actual equipment, set up locations and storage areas will be pinpointed during this meeting.
- NOTE: This project is a prevailing wage project and as such will require the submittal of certified payroll documentation.

1: Roofing

- The existing EPDM roofing system and insulation are to remain in place.
- It is the City's intent to reuse all existing sheet metal coping caps. Therefore care should be taken when removing them during the project. Should replacement be warranted due to damage, replacement costs are addressed under OPTION 1.
- Existing perimeter and penetration membrane flashings shall be removed prior to insulation and membrane installation. Dispose of said membrane flashings in approved licensed waste hauler.
- Plan and coordinate any tear-off operation with the installation of the new roof system to ensure the roof system will be watertight at the end of each day. The existing roof deck and insulation will not be exposed to the weather at the end of each workday
- Inspect all wood nailers and insulation stops for deterioration. Any deteriorated wood nailers and/or insulation stops will be replaced with new wood. Wood replacement will be performed on a unit price basis under OPTION 2.
- The contractor shall install one (1) layer of 1" polyisocyanurate cover board. Cover board to be installed over the existing EPDM roofing assembly. The new cover board shall be mechanically fastened through the existing roofing system and into the underlying metal deck according to manufacturer's 20-year warranted roofing specifications.
- At lower roof area at perimeter edge, new tapered insulation is to be installed to promote positive drainage back to roof drains.
- Cover all the insulation laid each day with the roofing membrane.

- Furnish and install new **EPDM “Single-Ply Roofing System.”** This membrane is a black, non-reinforced, 60-mil sheet, which will be adhered with solvent-based contact adhesive to new insulation cover board package as noted. The membrane will be secured around the perimeter and all penetrations according to 20-year warranty specifications. All field seams will be bonded using manufacturers pre-applied seam tape or with new 3" wide seam tape based on availability.
- The EPDM membrane shall be a Class A rated component without rock ballast or topical coatings. It shall be approved by Underwriters Laboratory, Factory Mutual, and the major model building codes for fire and wind uplift resistance.
- Install new EPDM 60-mil membrane base flashings at walls, curbs, and other penetrations in accordance with the membrane manufacturers requirements.
- Install accessories items provided by major manufacture according to specifications and details. All manufactured accessories supplied by the manufacturer are included in the manufacturer’s 20-year labor and material warranty.
- At existing 8’ x 10’ metal covers, the contractor will remove the cover and install a loose-laid 60-mil piece of rubber to protect existing wood substrate. The existing covers shall be reused.
- A City Permit for Roofing will be needed. The application form is included.

PHOTOVOLTAIC / SOLAR:

- None, the section does not apply to this roofing application.

ELECTRICAL:

- None, the section does not apply to this roofing application.

PLUMBING:

- All existing roof drain domes and drain rings will be re-used. No work to be performed on existing piping or connection.

SKYLIGHTS:

- Existing units will remain, new metal slip flashing installed.

MECHANICAL UNITS:

- No work to be performed on existing HVAC, EF, RTU, or other mechanical units. Existing units will remain.

ACCESSORIES:

- None, the section does not apply to this roofing application.

SHEET METAL:

- Install new 24-gauge galvanized metal slip flashing around the existing metal coping cap. And around all other curbed roofing penetrations. Slip flashing fastened according to manufacturer's termination requirements.
- Remove and replace the existing coping caps with new 24-gauge prefinished sheet metal coping cap this would be installed in-lieu of installing metal slip flashing, *** See cost breakout ***.
- Provide all any prefinished sheet metal in a color to be selected from the manufacturer's standard color chart.

PRICING TABLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Provide and Install New 60mm Roofing Membrane including new layer of polyisocyanurate insulation.	1	LS		
2	Option 1 - Provide and Install new Metal Cap on a per linear foot basis - as needed. Pricing per foot to include the installation of color matched pieces.	215	lf		
3	Option 2 - Provision and installation of replacement wood nailers on a per linear foot basis. As needed.	215	lf		
TOTAL					

VENDOR SUBMISSIONS

1. Bid Deposit*

Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov. Upon notification from the City, Bidder's must deliver ORIGINAL Bid Deposit within three (3) business days.

*Response required

2. Contact Information*

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

*Response required

3. References*

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

*Response required

4. Sub-Contractor List*

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:

*Response required

5. Eligibility*

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).

☐ Please confirm

*Response required

6. Bidder's Tax Certification*

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 deponent 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.

☐ Please confirm

*Response required

7. 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. 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.

☐ Please confirm

*Response required

8. Apprenticeship or Training Program Certification*

Please download the below documents, complete, and upload.

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

*Response required

9. Union/Apprenticeship Requested Documentation*

Please provide verification letter like sample attached.

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

*Response required

10. Local Vendor Preference Application*

Please download the below documents, complete, and upload.

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

*Response required

11. Standard City of Aurora Contract*

Please download the below documents, complete, and upload.

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

*Response required

12. Certificate of Insurance (COI)*

A prospective contractor shall submit a compliant Certificate of Insurance (COI) with its bid or proposal, evidencing the coverage required for the project in accordance with City of Aurora Policy No. 2026-2502-002. All required insurance policies must remain in full force and effect for the duration of the project.

It is imperative that the following statement be included in the description field: "A project-specific Certificate of Insurance will be provided upon contract award."

*Response required

13. Additional Information

Invitation For Bid #26-046

Title: River Intake Building Roofing Membrane Replacement