



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, 2nd Floor
44 E Downer Place
Aurora, Illinois**

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

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City of Aurora
NOTICE TO BIDDERS
22-108

Time and Place of Opening of Bids

Sealed bids for the improvement described below 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.

Any bid received by the City Clerk's Office **after 2:00 P.M. on Wednesday, December 14, 2022** shall be rejected and returned unopened.

Description of Work

Name: Electrical Services 2023
Aurora, IL

Scope of Contract: Provide electrical services includes, but not limited to the contractor providing electrical services to maintain, replace and/or install street light poles, lamps, photo cells, ballasts, repair or directional bore new feed wires, and repair or replace broken concrete foundations.

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.

Bidder Instructions

1. Plans, specifications, and proposal forms may be obtained online at: <https://www.aurora-il.org/bids.aspx>.
2. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
3. Any bidder who owes the City money may be disqualified at the City's discretion.
4. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
5. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
6. The City of Aurora has a local preference ordinance that would apply to this contract.

By Order of
City Clerk
City of Aurora

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.

<input type="checkbox"/> 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 _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

Subscribed and Sworn to

TELEPHONE (____) _____

Before me this ____ day
of _____, 2022

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

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 _____ day of _____, 2022.

By _____
(Signature of Bidder’s Executing Officer)

(Print name of Bidder’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2022.

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.

- 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: _____

By: _____
(Signature)

Address
: _____

Title
: _____

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INSTRUCTIONS TO BIDDERS

01. 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; and (c) pay workers in accordance with the schedule of prevailing wages for Kane County attached hereto.

02. ACCEPTANCE OF BID PROPOSALS

- a. Bidder must submit an original bid response, marked as "original" and two (2) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.
- b. 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. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs 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 contract. Name of person signing should be typed or printed below the signature.

Envelopes containing bids must be sealed and addressed to the City of Aurora City Clerk. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.

- c. 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.

- d. 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 contract and execute the Work should the contract 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 contract.

The contract 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.

03. RECEIPT OF BID PROPOSALS

- a. It is suggested that Bidders allow a minimum of four days for delivery through U.S. mail, or Bid Proposals may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Bid Proposals. The City shall not be responsible for late delivery of your Bid by a third party courier. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
- b. Any Bid Proposal received by the Office of the City Clerk **after 2:00 p.m. on Wednesday, December 14, 2022** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF BID PROPOSALS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its bid by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which bid proposals were to be submitted. Following withdrawal or modification of its Bid Proposal, Bidder may submit a new Bid Proposal, provided it is received by the City Clerk prior to the bid proposal due date. No bid proposal will be opened which is received after the time and date scheduled for the Bid Proposals to be received.

05. 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 contract in conjunction thereto.

06. SUBLETTING OR ASSIGNMENT OF CONTRACT

The Bidder shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligation hereof. The workers on premise shall be employed by the contractor.

07. 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 contract, 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. Before any award is made of the contract to the Bidder, the Bidder may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

08. 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 contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract 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.**

09. 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.

10. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this contract, within thirty (30) days of the 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.

The successful Bidder **must** submit invoices, including certified payrolls, via e-mail to:

PurchasingDL@aurora-il.org

or Fax to **630-256-3559**

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!*** An authorization agreement form is included in this bid proposal package for your use and convenience.

11. PRICES

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the purchase.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Bid Proposal or his/her authorized representative must initial any alteration in ink.)

12. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

13. 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.

14. 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.

15. DEFAULT

Time is of the essence of this bid and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

16. INSPECTION

Materials or equipment purchased are subject to inspection and approval by the City. 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.

17. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

18. REGULATORY COMPLIANCE

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

19. ROYALTIES AND PATENTS

Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the City harmless from loss on account thereof.

20. CANCELLATION

The City reserves the right to cancel the whole or any part of the contract if the Bidder fails to perform any of the provisions in the contract 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.

21. 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. All signatures must be in ink.

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 contract 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, and the corporate seal must be affixed. 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.

22. ELIGIBILITY

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

23. 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 contract shall be governed by and construed according to the laws of the State of Illinois.

24. BID DEPOSIT

No Bid Deposit Required.

25. BOND AND INSURANCE

The Bidder awarded the contract will be required to furnish Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

The requirement of a labor and material payment and performance bond will be waived for purpose of this Invitation to Bid.

Bidder must have an electrical license and performance and maintenance bond for working within the right-of-way with the City of Aurora Public Works Department at time of bid proposal submittal.

26. 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.

27. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this contract, 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 contract, 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 IX, 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 10 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
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability 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 agents and employees 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.

28. 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 contract, 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 so shall the City be considered a joint employer of same under any circumstance.

29. MINORITY PARTICIPATION

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

30. PROSECUTION OF WORK

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

31. 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.

32. 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 ten (10) 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 ten (10) 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. **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.**

33. LOCAL BIDDER PREFERENCE

O18-070, amended by O20-029 approved April 28, 2020 defines “Local business” to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

34. INSURANCE CERTIFICATES

At, or prior to, delivery of the signed contract, the successful Bidder shall deliver to the City the policies of insurance or insurance certificates as required by the Contract Documents. All policies or certificates of insurance shall be approved by the City before the successful Bidder may proceed with the Work. Execution of the contract by the City is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Bid will be awarded to the second rated Bidder or in the creation of a new Invitation to Bid.

35. 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 the Bid Proposal.

36. MEDICAL AND EMERGENCY SERVICES

Contractor agrees to provide to all persons employed in the performance of the contract all necessary first aid, medical, surgical and hospital services as required by the laws of the State of Illinois from time to time in force.

37. TIME

Bidder shall schedule its Work to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, contractor or subcontractors. Bidder's sole remedy for delay shall be an extension in the contract time.

38. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 12:00 pm, Monday December 5, 2022. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 5:00 pm, Wednesday, December 7, 2022. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the December 5, 2022 12:00 pm cut-off date/time.**

It is the responsibility of the interested bidder to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

BID PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

Bidders are required to read and understand all information contained within the entire Bid Proposal package. By responding to this Bid, the Bidder agrees to have read and understand these documents.

Purpose The City of Aurora, hereinafter (“City”), located in Kane, DuPage, Kendall and Will Counties, Illinois, is seeking proposals for providing electrical services to maintain, replace and/or install street light poles, lamps, photo cells, ballasts, repair or directional bore new feed wires, and repair or replace broken concrete foundations. Replacement parts will be supplied by the City with the exception of boring feed wires and concrete foundations which shall be submitted as unit prices. The City intends to enter into contract with a maximum of twelve (12) qualified and responsible firms for such services, and accordingly, is furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter “Contractor”) desiring to furnish a quotation for such services shall submit proposals following the instructions and format of this Bid Proposal document. 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.

Section 2. Minimum Qualifications

The following are minimum requirements that the vendor must meet in order to be eligible to submit a bid proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications.

General Requirements

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. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs 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 contract. Name of person signing should be typed or printed below the signature.

The contract shall include the issuance of a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

Termination for Clause:

This Contract may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the City's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

Response Instructions

An original bid response, marked as "original" and two (2) complete paper copies shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "22-108 - ELECTRICAL SERVICES 2023." Your Bid may be mailed or hand delivered to:

**City of Aurora
City Clerk's Office, 2nd Floor
44 E Downer Place
Aurora, Illinois 60507**

The City shall not be responsible for late delivery of your Bid by a third party courier. There will be no exceptions!

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 12:00 pm, Monday, December 5, 2022. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 5:00 pm, Wednesday, December 7, 2022. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the December 5, 2022 12:00 pm cut-off date/time.**

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

Section 3. Scope of Work

The Contractor's shall provide electrical services to maintain, replace and/or install street light poles, lamps, photo cells, ballasts, fuses, starters, lenses and other appurtenances at the bidders submitted hourly rate. The materials for the aforementioned will be supplied by the City Electrical Division. Repair or directional bore of new feed wires, and repair or replacement of broken concrete foundations shall be performed at the bidders submitted unit price which shall include all labor, materials, and equipment necessary to complete this work. The extent of all repairs shall be determined by the Electrical Supervisor or a designee of the Electrical Division.

Said services shall be provided by the Contractors within 48 hours of notification from the Supervisor of the Electrical Division.

The Contractor shall provide a 24 hour telephone number or pager, with a ten minute response answer, to which the Supervisor of the Electrical Division.

All Contractors selected and designated to provide electrical services shall be listed on a roster to be kept by the Electrical Division. The maximum number of Contractors on said roster shall not exceed twelve (12) at any one time.

Contractors shall be utilized in a rotation fashion based on lowest responsible bids prices. Failure to respond in the required ten minute response time will result in the assignment being issued to the next Contractor listed on the roster.

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.

Equipment

The Contractor in the course of performing electrical services shall furnish and maintain their own equipment of which value shall be included in the proposed net hourly price or unit price submitted.

In the absence of the City Electrical Division's supplies and materials on hand as needed, the City reserves the right to have the contractor furnish said supplies and materials as necessary to be reimbursed by the City.

General Provisions

It is agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right, and the City reserves the right to grant to others the privilege and right to conduct electrical services as needed.

The Contractor assures the City that an affirmative action program has been implemented as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the ground of race, creed, color, national origin or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures the City that no person shall be excluded based upon the foregoing grounds, from participating in or receiving the services or benefits of any program or activity covered by the foregoing Subpart. The Contractor assures the City that they will require that any of their suborganizations will provide assurance to the Contractor that they too, will undertake affirmative action programs and that they will require assurance from any of their suborganizations, as required by 14 CFR Part 152, Subpart E.

The Contractor agrees to furnish its services on a fair, equitable and not unjustly discriminatory basis as assigned by the City of Aurora

Special Provisions

Net Hourly Rate:

The net hourly rate will be applicable to all replacement work including broken/damaged poles, lamps, photo cells, fuses ballasts, starters, etc. and shall consist of providing all equipment and labor to complete the work. Materials will be provided by the City Electrical Division at 339 Middle Avenue. All parts and poles replaced will be returned to the same location for scrapping.

The net hourly rate will not apply to **directional boring unit duct** or **concrete foundations** as this is inclusive to the unit price of said items.

Directional Boring Unit Duct:

The work shall consist of furnishing and installing raceways, electric cable in unit duct, fittings and accessories, the raceway will be bored and in accordance with section 816 of the Standard Specifications and as stated herein.

The Contractor will meet with the Electrical Supervisor prior to the start of the project to determine the location of the raceways.

The Contractor will install a 1" diameter unit duct with 2 conductor #6 cable. The contractor will install the unit duct in the conduit installed as part of the electric service connection. The contractor will strip the unit duct and leave the insulated conductor undisturbed and coiled on the pole as stated in the Electric Service Connection specification. In the case where two or more circuits are going to the same electric service connection the contractor will place a composite handhole and strip of the unit duct and run the undisturbed insulated conductors into the conduit installed for the electric service connection.

This work will be measured for payment in lineal feet in place. Measurements will be made in straight lines between changes in direction and to the center of light standards. This work will be paid for at the contract unit price per **lineal foot** for **Directional Boring Unit Duct**, of the size and type specified which price shall include all material, equipment and labor required to complete the work as stated herein. The net hourly rate item in this contract is not applicable to this item.

Concrete Foundation:

This work shall consist of supplying and installing a round, cylindrical, portland cement concrete base twenty four inch (24") in diameter and nominally forty eight inches (48") deep.

The portland cement concrete shall comply with Illinois Department of Transportation class SI.

The portland cement concrete foundation shall be place such that no more than two inches (2") shall remain above existing finish grade.

This item shall be paid for at the contract unit price **each** for **Concrete Foundation** which shall include all material, equipment, and labor required to install and complete the work as specified.

The net hourly rate item in this contract is not applicable to this item.

Terms

The Contract shall remain in effect for a period as specified in this Section - Scope of Work.

Compensation

The Contractor shall be paid as agreed upon within the terms of this Bid Proposal.

Compliance

It is agreed by both parties that the compensation provided for in this Contract is for work completed. Should duties not be performed per the provisions of this contract, the Supervisor of the Electrical Division has the discretion to withhold all or partial payment to the Contractor.

The Supervisor of the Electrical Division shall notify the Contractor, in writing, of any observed defaults in the performance of duties by the Contractor. Failure of the Supervisor of the Electrical Division to observe and/or notify the Contractor of a default does not absolve the Contractor of the default. Further, should all or partial payment for improper compliance with the provision of this Contract be withheld, the Supervisor of the Electrical Division shall provide a written explanation prior to payment illustrating the default and the times of the default.

Status

The Contractor shall at all times be deemed to be an independent contractor and neither agents nor employees of the City of Aurora, nor entitled to any benefits occurring to City employees.

The Contractor assures the City that all employees performing electrical services have all required training and licenses, as prescribed by law, for said services. The Contractor further agrees to abide by all State of Illinois procedures for rendering electrical services.

Notices

For the purpose of official notices the following addresses shall be used:

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

cc: Director of Purchasing
Supervisor of Electrical Division

Bond, License Documentation

Bidder must be registered with the City Public Works Department **at the time of bid proposal submittal.**

Bidder must have an electrical license and performance and maintenance bond for working within the right-of-way with the City of Aurora Public Works Department at time of bid proposal submittal.

Award of Contract

Upon the concurrence of the Aurora City Council, the contract will be awarded to the lowest, responsive, responsible Contractors whose proposal will be on an overall basis most advantageous to the City. Price, conformance to specifications, and other performance factors will be considered as elements of a responsible proposal at the sole discretion of the City.

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.

Any bidder who owes the City money may be disqualified at the City's discretion.

Section 4. General Instructions

Proposal Package

Specifications for electrical services are included in this Bid Package. Each section is integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work.

It is intended that the specifications shall become part of a written and signed contract with the successful Contractor.

Format for Submissions

A properly-prepared proposal shall consist of all bid proposal forms and all the required information as listed in the checklist. The Bid Proposal cover sheet must be completed by an officer or employee having the authority to bind the Contractor by signature. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration.

All forms must be correctly filled-in, using ink or entered in typed form. Any erasers or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces.

Minimum Specifications, Deviations

Each specification included in this package describes the services which the City feels is necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Contractor. The specification is not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed and a justification shall be stated for such alternatives.

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations prior to reaching a decision on the awarding of a contract. The City shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality or service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

The Bid documents clearly identify certain issues where the City has left specification language open, or where the City will consider alternatives. In these areas the City is instead soliciting proposals for further consideration, and may include specification language in some form in this contract. However, the City reserves the right to determine which specification language will be included.

Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, and all other relevant matters pertaining to the service required to be provided under the enclosed specifications, including, but not limited to, all other factors which would affect execution and completion of the work covered by this proposal.

Contractor Information

The Contractor shall furnish the following information:

- (a) A list of references for which the Contractor furnishes or has furnished electrical services for a period of at least one year within the last three years (excluding the City of Aurora, IL). Use the form provided.
- (b) All items listed on the Checklist of Submittals.

Contractors should use supplemental sheets as necessary to supply information.

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 _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____

AUTHORIZED SIGNATURE _____

PHONE # (____) _____ FAX #(____) _____ DATE _____

EMAIL _____

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: _____

To place an order:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Questions:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Contractor's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
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ELECTRICAL SERVICES 2023

REFERENCES

(Please Type)

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Contractor's Name: _____

Signature & Date: _____

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, 2nd 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: _____

- 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._____, No._____, 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: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
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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: \$ _____

Unit price per lineal foot directional boring unit duct: \$ _____

Unit price each for concrete foundations: \$ _____

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: _____

Signature & Date: _____

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 _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____
Please Type

CONTRACT PERSON _____
Please Type

AUTHORIZED SIGNATURE _____
Title

PHONE #(_____) _____ FAX #(_____) _____ DATE _____

EMAIL _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

AFFIDAVIT OF COMPLIANCE

APPLICANT:

NAME

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) _____

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

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

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.

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-108

ELECTRICAL SERVICES 2023

BID SUBMITTAL CHECKLIST

Each Bid Must Be Placed In An Envelope, Sealed, And Clearly Marked On The Outside: “**22-108 ELECTRICAL SERVICES 2023.**” In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

1. ____ Affidavit of Compliance
2. ____ Bid Proposal Cover Sheet
3. ____ Bid Proposal Form
4. ____ Bidder’s Certification
5. ____ Bidder’s Tax Certification
6. ____ Copy of Certificate of Insurance Listing City of Aurora as a Certificate Holder
7. ____ Contact Information
8. ____ Contract
9. ____ Copy of current electrical license and performance and maintenance bond for working within the right-of-way with the City of Aurora Public Works Department
10. ____ Reference List
11. ____ Local Vendor Preference Application

Please Note: Bidder must have an electrical license and performance and maintenance bond for working within the right-of-way with the City of Aurora Public Works Department at time of bid proposal submittal.

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 _____

(SEAL)

By _____
President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

Contractor (SEAL)

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