

PROPOSAL SUBMITTED BY:

Utility Dynamics Corporation

Bidder's Name

23 Commerce Drive

Street

P.O. Box

Oswego

IL

60543

City

State

Zip Code



**CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS**

**PROPOSAL AND SPECIFICATIONS FOR
STREETLIGHTS IN DISTRESSED
COMMUNITIES SERVICE PROVIDER**

Located in

AURORA, ILLINOIS

*February 2021
Bid Number 21-16*

**PREPARED BY
CITY OF AURORA
Engineering Division
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507**

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City of Aurora ("the City")

Bid Number 21-16

NOTICE TO BIDDERS

Time and Place of Opening of Bids

Sealed bids for the improvement described below must be mailed/delivered to the Purchasing Division Office, 44 E. Downer Place, Aurora, IL 60507. Bids will be accepted until **2:00 P.M., Monday, March 1, 2021**, at which time they will be opened and read publicly via non-mandatory teleconferenced and live streamed bid opening.

City Hall is open to the public on Wednesdays and Fridays, but is accepting deliveries Monday through Friday 8:00 am – 5:00 pm. It is suggested that bidders allow a minimum of four days for delivery through U.S. mail. Overnight courier is acceptable provided timely receipt of bids. 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 is received in the proper time.

Any bid received by the Purchasing Division **after 2:00 p.m. on Monday, March 1, 2021** shall be rejected and returned unopened. **There will be no exceptions!**

Description of Work

Name: Streetlights in Distressed Communities Service Provider
Aurora, IL

Proposed Improvement:

The City of Aurora is requesting a lump sum bid from contractors who are pre-qualified as Service Providers with Commonwealth Edison's Energy Efficiency Program to purchase and install specific LED fixtures and/or retrofit kits for 3,023 city-owned streetlights as part of the **Streetlights in Distressed Communities** incentive program. Below is a summary of the requested fixtures. Location maps and known product detail sheets are included with this Request for Bids (RFB).

Qty	Brand	Fixture Catalog Number
482	GE Evolve	ERL2018C340DBLCKAGILR
81	GE Evolve	ERL1008C340EGRAYI
1063	GE Evolve	ERL1005C340EGRAYI
108	Cyclone	Please propose DLC approved equivalent to CO12P1UF-DP3AR-GAL-3-80W-4K-120-ADH-F7AP-RAL9005TX
1031	LV	LPBA60LEDEB
258	Sentry*	LEDV29B-0.7A-840-KHT3-SCP-RETROKIT-BK*

*Proposed scope includes these retrofit kits to be installed on the existing fixtures. The City will consider (and likely prefer) the replacement of these fixture in their entirety with DLC approved, aesthetically comparable fixtures (preferably including 7 pin socket) if available.

In accordance with the rules of the incentive program, installation of all fixtures (including the up to 366 equivalent fixtures to be proposed, if approved by the City) must be completed and proper documentation submitted to and approved by Commonwealth Edison by **no later than November 19, 2021**. *In order to be considered for selection as the city's Service Provider, all contractors must check the box listed on the Schedule of Prices included with this RFB indicating a commitment to meet this and all other obligations of the Streetlights in Distressed Communities incentive program in their entirety.*

Note that a pre-application for this program and scope was recently submitted to Commonwealth Edison to secure our incentive allocation.

Bidder Instructions

1. Bid documents are available online at <https://www.aurora-il.org/bids.aspx>.
2. There will be **no pre-bid meeting** for this project. Any questions regarding this bid opportunity shall be submitted to the Director of Purchasing via email at purchasingDL@aurora-il.org by not later than **8:00 am, Monday, February 22, 2021**. Any questions received after this date will not be addressed via Addendum and will not be reflected in the project scope.
3. Please provide three references for municipal streetlight (LED) conversion projects worked on in the last five years on the form included in this bid. The City, in its complete discretion, may disqualify any Bidder, including low Bidder, based on an evaluation of these projects and/or feedback provided by these references.
4. 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 City to supply all information necessary to complete these investigations. The City, in its complete discretion, may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.
5. The City 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".
6. Any bidder that owes the City money may be disqualified at the City's discretion.
7. The City encourages minority business firms to submit bids and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
8. **The City of Aurora has a local preference ordinance.**
9. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the specifications 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 City 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. By submitting a response to this notice, and as an express condition of consideration for contract award, the bidder agrees to be bound without limitation to all terms and conditions, specifications, requirements, and the statement of work contained herein.

By Order of
City Clerk
City of Aurora

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CITY OF AURORA SPECIAL PROVISIONS

The following Special Provisions supplement the "General Specifications," the Illinois Department of Transportation's "Standard Specifications For Road and Bridge Construction," (herein after called the "Standard Specifications", the City of Aurora's "Standard Specifications for Improvements," the "Supplemental Specifications and Recurring Special Provisions," in effect on the date of invitation for proposals. These special provisions apply to and govern the contractor selected to be the Service Provider to the City of Aurora, IL for Commonwealth Edison's Streetlights in Distressed Communities, and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT:

The City of Aurora is requesting a lump sum bid from contractors who are pre-qualified as Service Providers for Commonwealth Edison's Energy Efficiency Program to purchase and install specific LED fixtures and/or retrofit kits for 3,023 city-owned streetlights as part of the **Streetlights in Distressed Communities** incentive program.

SP A.1 – RESPONSIBILITY OF WORK

During the progress of the work the Bidder shall assume total risk and liability, and will be responsible for any and all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including Subcontractors or Material Suppliers.

SP A.2 – COMPLETION DATE

In accordance with the rules of the incentive program, installation of all fixtures (including the up to 366 equivalent fixtures to be proposed, if approved by the City) must be completed and proper documentation submitted to and approved by Commonwealth Edison by **no later than November 19, 2021**. *In order to be considered for selection as the city's Service Provider, all contractors must check the box listed on the Schedule of Prices included with this RFB indicating a commitment to meet this and all other obligations of the Streetlights in Distressed Communities incentive program in their entirety.*

Note that a pre-application for this program and scope was recently submitted to Commonwealth Edison to secure our incentive allocation.

SP A.3 – PERFORMANCE GUARANTEE OF WORK

If after the approval of final payment for each class of work and prior to the expiration of 1 year after the date of approval of said final payment, or such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents, any materials are found to be defective, the Bidder shall promptly, without cost to the Owner and in accordance with written directions of the Owner, remove it from the site and replace it with non-defective work to the satisfaction of the Engineer.

Failure of the Bidder to complete or to remedy defective work within a reasonable time (not to exceed 30 days of notice to Bidder in any event) shall be deemed a default and the Owner may take steps as it deems necessary to complete or remedy said work and charge the cost thereof to the Bidder.

SP A.4 – PRE-CONSTRUCTION MEETING

None

State of Illinois
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS
Effective: January 1, 1999
Revised: January 2, 2013

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

CITY OF AURORA GENERAL SPECIFICATIONS
SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the Aurora Beacon News, a daily newspaper published in the City of Aurora, Illinois, inviting bids for the construction of this improvement.

1.2 A.S.T.M.

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

1.3 ATTORNEY

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

1.4 BIDDER

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a proposal for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

1.5 BOARD

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

1.6 CITY CLERK

Wherever the term City Clerk is used herein, it shall be understood to mean the City Clerk of the City of Aurora, Illinois.

1.7 CITY COUNCIL OR COUNCIL

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

1.8 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, performance bond, these general specifications, supplemental specifications, special provisions, general and detailed plans for the work, standard specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as the "Contract Documents".

1.9 CONTRACTOR

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a proposal and thereafter enters into the contract

governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors, administrators, successors, or assignees thereof.

1.10 ENGINEER

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

1.11 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the Illinois Department of Transportation.

1.12 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the Contractor 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.

1.13 PERFORMANCE BOND

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

1.14 PLANS

Wherever the word plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed plans or reproductions thereof pertaining to the construction involved.

1.15 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

1.16 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated

1.17 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

1.18 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

1.19 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

1.20 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

1.21 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

1.22 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

1.23 WORK

Wherever the word "Work" is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the plans, specifications and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

SECTION 2 AWARD AND EXECUTION OF CONTRACT

2.1 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the advertisement, or as soon thereafter as the business of the City Clerk permits. Bidders, their authorized agents, and other interested parties are invited to be present.

2.2 AWARD OF CONTRACT

The decision of the award of the contract will be made as may be decided upon by the Council after bids have been opened and tabulated. The Contract shall be governed by the laws of the State of Illinois. No contract shall provide for arbitration of the parties.

2.3 BONDS AND INSURANCE

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

2.4 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor 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 obligations hereof.

2.5 FAILURE TO EXECUTE CONTRACT

In the event that said bidder fails or refuses to execute said contract and furnish said bonds within the period of fifteen (15) days after mailing notice of such award or within such additional number of days as the City may determine, then the sum deposited as a proposal guaranty by said bidder on the work so awarded may be retained by the City as liquidated damages and not a forfeiture. It is hereby agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said bidder fails to enter into the contract and furnish bonds as herein provided, said actual damages being uncertain in amount and difficult to determine in the event of such failure or refusal by the bidder.

2.6 VENUE FOR LEGAL ACTION

The venue for any legal action that may arise from this agreement shall be in Kane County, Illinois.

2.7 WAIVER OF TRIAL BY JURY

The Contractor agrees to waive trial by jury for itself and all of its contracts with sub-Contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

SECTION 3 SCOPE OF THE WORK

3.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the contract. Both parties must stipulate any deviation from these requirements in writing.

3.2 SPECIAL WORK

Should any construction conditions which are not covered by the plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

3.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

3.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

3.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

3.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his Subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

3.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.

SECTION 4 CONTROL OF THE WORK

4.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

4.2 PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

4.3 DEVIATIONS FROM THE PLANS

No deviation from the general plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the plans, profiles and drawings, and provided for in the specifications.

4.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

4.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

4.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other Contractors, Subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as

may be required. The superintendent or foreman shall have a copy of the plans and specifications on the job at all time.

4.7 RESERVED

4.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

SECTION 5 CONTROL OF MATERIALS

5.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

5.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, it is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

5.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

5.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

SECTION 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor 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 hereto; 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 claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees.

6.2 PERMITS AND LICENSES

The Contractor shall take out and procure at his own expense all permits and licenses required by Federal, State or local public authorities, and he shall, without extra compensation from the City, pay all fees and charges and give notices required incident to the due and lawful prosecution of the work in relation thereto.

6.3 PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Contractor and Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

6.4 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to ensure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction, and shall be painted in such a way as to increase their visibility at night.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project shall have been accepted.

6.5 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

6.6 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 Contractor, 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 Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

6.7 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor 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 work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor 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. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by Contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury Liability

Property Damage Liability

Each Occurrence
\$3,500,000

Each Occurrence
\$500,000

Aggregate
\$7,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any Subcontractor for damages due to losses to owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

6.8 WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide 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 Contractor 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 Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought 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 Contractor, 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 Contractor 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.

SECTION 7 PROSECUTION AND PROGRESS OF WORK

7.1 SUBLETTING OR ASSIGNMENT OF WORK

If the Contractor 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 Engineer shall be with the Contractor; 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 Engineer 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 Engineer, the Contractor 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 Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

7.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days 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 ensure its completion within the time specified in the contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

7.3 GUARANTEE AND MAINTENANCE OF WORK

The Contractor 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 Contractor 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 ensure 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.

7.4 PAYMENT

Basis of Payment

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Proposal. The amount obtained by the summation of the products of the quantities of WORK performed or the respective unit or lump sum prices for several items listed in the proposal shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

Submission of Bid Breakdown

Within 10 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

Partial Payments

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Proposal, and shall be accompanied by:

- (1) CONTRACTOR's Sworn Statement setting forth the Subcontractors and material suppliers, the amount requested for each of the Subcontractors or material suppliers, and the amount of the subcontract or material to be completed.
- (2) Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.
- (3) CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be

completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7) persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all Subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the Subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

**** PLEASE SEE ATTACHED ****



**Illinois Department
of Transportation**

PROPOSAL

Local Agency Proposal Bid Bond

Route Various

County Kane

Local Agency City of Aurora

Section _____

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL,

and _____ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name)

(Company Name)

By: _____
(Signature and Title)

By: _____
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

By: _____
(Signature of Attorney-in-Fact)

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

COUNTY OF _____, a Notary Public in and for said county,

do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____

(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic surety is allowed)**
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____

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

1. Proposal of Utility Dynamics Corporation
for the improvement known as the Bid Number 21-16, Streetlights in Distressed Communities Service Provider, located in Aurora, IL.
2. The specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

The undersigned further agrees to execute a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work as stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ **5% of total bid price**
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.

20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.
22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:

FINAL SCHEDULE OF PRICES

Streetlights in Distressed Communities Service Provider

Please provide pricing for at least one fixture or retrofit kit presented below for each of the six groups/quantities listed below. If providing costs for more than one fixture or retrofit kit option within the same group, the total cost requested at the bottom of the table on the next page should include only the cost of the least expensive fixture or retrofit kit from each group (with final scope to be discussed and established with the service provider after selection). Note that the unit costs presented should include the cost of materials and installation, less the anticipated incentive, for each fixture or retrofit kit.

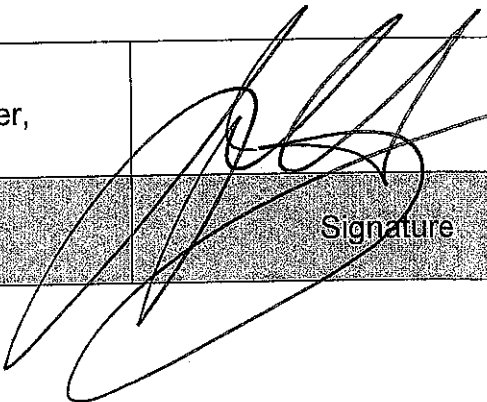
Original Mfr (Existing Wattage)	Original Model Number	Alt Mfr	Alternate Model Number	Fixture/ Retrofit Kit	Qty	Unit Cost	Total Cost
GE (400W – 45) (310W – 437)	ERL2018C340DBLCKAGILR	GE	ERL2018C340DBLCKAGILR	Fixture	482	\$455.00	\$219,310.00
		Lumec	RFM-160W48LED-4K-G2-R3M-UNV-DMG-2C-RCD7-BK	Fixture	482	—	—
		American Electric	ATBM P50 MVOLT R3 4B MP P7 PCSS	Fixture	482	—	—
		Leotek	GCM3-60J-MV-40K-3R-BK-185-PCR7-4B	Fixture	482	—	—
GE (250W)	ERL1008C340EGRAYI	GE	ERL1008C340EGRAYI	Fixture	81	\$325.00	\$ 26,325.00
		Lumec	RFS-72W32LED-4K-G2-R3M-UNV-DMG-RCD7-GY3	Fixture	81	—	—
		American Electric	ATBS P30 MVOLT R3 MP NL P7 PCSS	Fixture	81	—	—
		Leotek	GCI3-30J-MV-40K-3R-GY-080-PCR7	Fixture	81	—	—
GE (150W)	ERL1005C340EGRAYI	GE	ERL1005C340EGRAYI	Fixture	1063	\$240.00	\$255,120.00
		Lumec	RFS-45W16LED-4K-G2-R3M-UNV-DMG-RCD7-GY3	Fixture	1063	—	—
		American Electric	ATBX P50 MVOLT R3 MP P7 PCSS	Fixture	1063	—	—
		Leotek	GCI1-30J-MV-40K-3R-GY-050-PCR7	Fixture	1063	—	—
LyonsView (150W)	LPBA60LEDEB	LyonsView	LPBA60LEDEB	Fixture	1031	\$488.00	\$503,128.00
		Hadco	MVGCAG13005730ANNNSP1BKS	Fixture	1031	—	—
		American Electric	HTFL P40 AS 30K R5DR AA 9R BK R FBK PSC P7	Fixture	1031	—	—
		Vega	D4A-60G-40K-T5M-NA-CGA1D-DIM-H078	Retrofit	1031	—	—
		Hubbell	2A24-P-R3-H1-24L-55-3K7-UNV-3-FIN-PT-BLT	Fixture	1031	—	—
Cyclone (250W)	CO12P1UF-DP3AR-GAL-3-80W-4K-120-ADHF7AP-RAL9005TX	Hadco	TXF948G2NAKL3NA5NNNSP1N	Fixture	108	—	—
		Holophane	MSPL2 P40 40K AS S B P7 PSC BHDF12 200 BK (including CT-294 surge protector)	Fixture	108	—	—
		Cyclone	CO12P1A-DP3AR-3-80W-4K-120-ADH-F7AP-BK-TX	Fixture	108	—	—
		Vega	P7-A-80-40K-T3M-CXXX-DIM	Retrofit	108	\$810.00	\$ 87,480.00
		Hubbell	2A24-P-R3-H1-24L-55-3K7-UNV-3-FIN-PT-BLT	Fixture	108	—	—

Sentry	LEDV29B-0.7A-840-KHT3-SCP-RETROKIT-BK	Sentry	LEDV29B-0.7A-840-KHT3-SCP-RETROKIT-BK	Retrofit	258	—	—
		American Electric	HTFL P40 AS 30K R5DR AA 9R BK R FBK PSC P7	Fixture	258	—	—
		Vega	D4A-40G-40K-T3M-NA-CGA1D-DIM-H078	Retrofit	258	\$488.00	\$125,904.00
		[REDACTED]	[REDACTED]	Retrofit	258	—	—
		[REDACTED]	[REDACTED]	Retrofit	258	—	—
(150W)							
						Total Cost	\$1,217,267.00

Through the LEDV29B-0.7A-840-KHT3-SCP-RETROKIT-BK, the City of Aurora has committed to complete the purchase and installation of all fixtures indicated above and proper documentation submitted to the Commonwealth Edison program implementer by no later than **November 5, 2021** as well as satisfy all other obligations of the Streetlights in Distressed Communities incentive program in their entirety.

PROJECT COMMITMENT (MANDATORY)

If selected to be the Service Provider for the City of Aurora, I hereby commit to complete the purchase and installation of all fixtures indicated above and proper documentation submitted to the Commonwealth Edison program implementer by no later than **November 5, 2021** as well as satisfy all other obligations of the Streetlights in Distressed Communities incentive program in their entirety.

✓	Joseph B. Spencer, President		03/10/2021
Check Box	Name	Signature	Date



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name Utility Dynamics Corporation

Signed By _____

Joseph B. Spencer

President

Business Address 23 Commerce Drive

Oswego, IL 60543

President Joseph B. Spencer

Secretary Christie Maday

Treasurer June Goggin

Attest:

Christie Maday
Christie Maday

Secretary

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 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. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor ☒ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- I. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME Utility Dynamics Corporation

ADDRESS 23 Commerce Drive

CITY/STATE/ZIP CODE Oswego, IL 60543

NAME OF CORPORATE/COMPANY OFFICIAL Joseph B. Spencer

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 03/10/2021

Subscribed and Sworn to

TELEPHONE (630) 554-1722

Before me this 10th day

FAX No. (630) 554-1195

of March, 2021



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

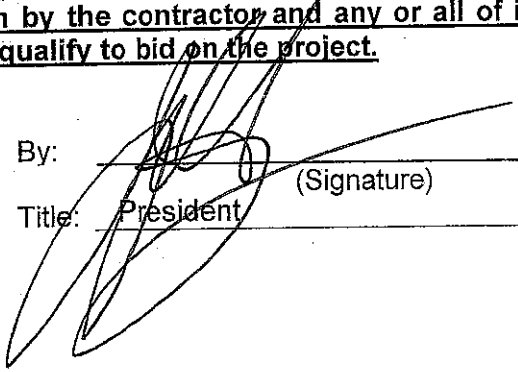
- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

American Line Builders Area Joint Apprenticeship and Training Committee

- VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

Bidder: Utility Dynamics Corporation
Address: 23 Commerce Drive, Oswego, IL 60543

By: 
Title: President (Signature)

STATE OF ILLINOIS)

County of Kane)

ss.

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 10th day of March, 2021.

By

(Signature of Bidder's Executing Officer)

Joseph B. Spencer

(Print name of Bidder's Executing Officer)

President

(Title)

ATTEST/WITNESS:

By

Title Secretary

Subscribed and sworn to before me this
10th day of March, 2021.

Deanne Green

Notary Public

(SEAL)



Streetlights in Distressed Communities Service Provider
Bid Number 21-16

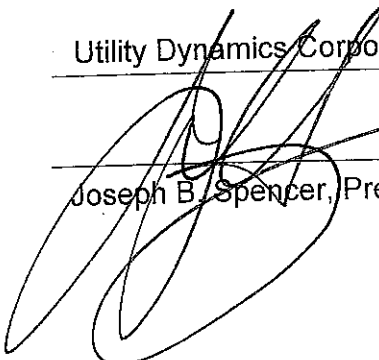
REFERENCES FOR PAST SIMILAR PROJECTS

(Please Type)

Organization	Village of Schaumburg/ Johnson Controls, Inc.
Address	1350 Northmeadow Parkway
City, State, Zip	Roswell, GA 30076
Phone Number	(321)258-8490 (Peter DiLeece)
Contact Person	Peter DiLeece (Johnson Controls, Inc.)
Project Name/Location	Street Lighting Luminaire Replacement/ Schaumburg, IL
Number of Fixtures Installed	9,510
Project Year	2016-2017

Organization	City of Berwyn
Address	6700 W. 26th st.
City, State, Zip	Berwyn, IL 60402
Phone Number	(630)887-8640 (Tom Brandstedt)
Contact Person	Tom Brandstedt (Novotny & Assoc.)
Project Name/Location	CDBG Luminaire Replacement/ Berwyn, IL
Number of Fixtures Installed	610
Project Year	2015-2017

Organization	Village of Chicago Ridge
Address	10455 S. Ridgeland Ave.
City, State, Zip	Chicago Ridge, IL 60415
Phone Number	(847)823-0500 (Katrina Ballado)
Contact Person	Katrina Ballado (Christopher B. Burke Engineering, Ltd.
Project Name/Location	LED Street Light Replacement- Phass I & II/ Chicago Ridge, IL
Number of Fixtures Installed	609
Project Year	2014 & 2016

Bidder's Name	Utility Dynamics Corporation
Signature & Date	 March 10, 2021 Joseph B. Spencer, President



RFB – Streetlights in Distressed Communities Service Provider (21-16)

ADDENDUM NO. 1

TO: All Respondents
FROM: Engineering Division, City of Aurora
DATE: February 23, 2021

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

Please incorporate the following revisions to the above referenced RFB:

1. The RFB states "In accordance with the rules of the incentive program, installation of all fixtures (including the up to 366 equivalent fixtures to be proposed, if approved by the City) must be completed and proper documentation submitted to and approved by Commonwealth Edison by **no later than November 19, 2021.**" Following further discussions with Com Ed representatives, however, this clarification was suggested:

*"ComEd Incentive final documents are only required to be submitted to ComEd by 11/19. However, an earlier date is recommended to allow time for data review and application document preparation to ensure that all the data and documents are complete and accurate before their submittal to ComEd. In order to accommodate this review time, proper documentation should be submitted to Commonwealth Edison program implementer by **no later than November 5, 2021**"*

2. Can the General Liability limits for insurance in section 6.7 of the City of Aurora General Specifications be accomplished through a combination of underlying General Liability limits and Umbrella limits?

The insurance limits presented in section 6.7 represent the limits requested by the City on most projects. While these limits are highly preferred, the City will consider comparable alternative limits if presented (sample certificate of insurance) with any bid.

3. Is there a cost estimate or range for the Streetlights in Distressed Communities Service Provider project bidding on 03/01/21?

While there is no cost estimate established for this project, it is the City's expectation that, based on the information presented in Commonwealth Edison's Fact Sheet for the Streetlights in Distressed Communities program (included with this Addendum), that (at least) the majority of labor and material costs should be reimbursed to the contractor upon completion. As such, the City anticipates receiving low or even zero-dollar cost estimates for this project.

STREETLIGHTS IN DISTRESSED COMMUNITIES SERVICE PROVIDER ADDENDUM NO. 1

4. The Fixture Catalog Number requests a DLC approved equivalent to the Cyclone pendent fixture. If the alternate is not approved, how will the price adjustment be handled for the alternate fixture that eventually gets approved?

A Revised Schedule of Prices is included with this Addendum which clarifies the City's preferences as well as requests separate prices for the two products for which equivalent fixtures are specifically requested (Cyclone and Sentry Retrokit). The Revised Schedule requests a lump sum cost to provide five of the six fixtures/kits specified (excluding the Cyclone fixtures) as well as the following two bid alternate costs:

1. *Cost (in addition to lump sum) to provide and install (108) approved equivalents to the Cyclone fixture. If not approved, upgrading of these 108 fixtures will be completely excluded from the scope of this contract.*
2. *Cost adjustment to lump sum if a fixture equivalent to (258) Sentry Retrokit is proposed and approved (if approved, equivalent will be installed in-lieu of the Retrokit).*

Note that if neither of these non-mandatory equivalents are proposed or are proposed but not approved by the City, the total award would default to the Lump Sum base bid provided.

Also note that the mandatory Project Commitment contained in the Revised Schedule reflects the updated submittal date of November 3 established in item 1 of this Addendum.

5. Will there be maintenance transfers of existing lighting to ensure all existing cables and fusing and lights work prior to the upgrades?

In the unlikely event that the installing contractor determines that there is an issue (no power, etc.) at any fixture location, the contractor shall log those locations and inform the City as soon as possible. The City will then make the necessary repairs and inform the contractor when installation can resume.

6. Is the installing contractor to re-use the existing photocells or shorting caps; when possible, or install new ones?

No existing photocells, shortening caps, etc. are to be reused. All should be new.

7. Do the quantities listed include any luminaires that have already been changed out to LED?

No, the quantities listed reflect only those city-owned fixtures remaining which have not yet been upgraded to LED (to the best of the City's knowledge). As such, there is no need to retain or return to the city, any existing fixtures.

8. Is there any paperwork or inventory required, to document the location of the associated light pole, the size and type of existing luminaire being replaced and the size of the new luminaire?

The City is not requiring any paperwork or inventory work be performed which is in excess of the documentation requirements for Commonwealth Edison's Streetlights in Distressed Communities Program. The fixtures identified in this contract are included in the City's GIS database. Coordinates/location maps will be available to the selected contractor as needed.

STREETLIGHTS IN DISTRESSED COMMUNITIES SERVICE PROVIDER ADDENDUM NO. 1

9. What is the anticipated award date for this project? This information will aid the bidder in determining how much time they actually have to physically work on the project and the number of crews required.

*The City anticipates presenting this contract to City Council for final approval and award on **March 23, 2021**.*

10. Will a time extension be granted if the project gets delayed due to no fault of the contractor (i.e. delays in the award of the project, delays in the availability of the luminaires, etc.)?

Unless there is a delay by the City in awarding the project, no. By signing the mandatory Project Commitment contained in the Revised Schedule of Prices included with this Addendum, the bidder agrees to complete the purchase and installation of all fixtures indicated above and proper documentation submitted to the Commonwealth Edison program implementer by no later than November 5, 2021. It is the City's understanding that the incentives offered under this program present a financially beneficial opportunity to both the City of Aurora and the selected contractor. It is therefore imperative (and in the best interest of both parties) that the project be completed on time.

11. Can you send us tabulations of any similar jobs that have been sent out to bid prior to this job by the City?

Unfortunately, no such tabulation is available because Commonwealth Edison's Streetlights in Distressed Communities program is an opportunity unlike those that the City has participated in in the past. Unlike past programs, which offered a wattage-reduction based incentive and minimal labor reimbursement to the City, this program offers increased financial incentives payable directly to the City's selected provider/contractor.

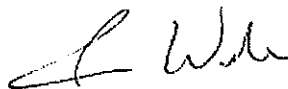
12. Can you send us the current bidders list for this project.

This opportunity is available exclusively to those companies included on Commonwealth Edison's approved Energy Efficiency Service Providers list, which is included with this Addendum.

13. In addition to the DLC certification requirement, please note that any proposed equivalent must include:

10 kV surge protection

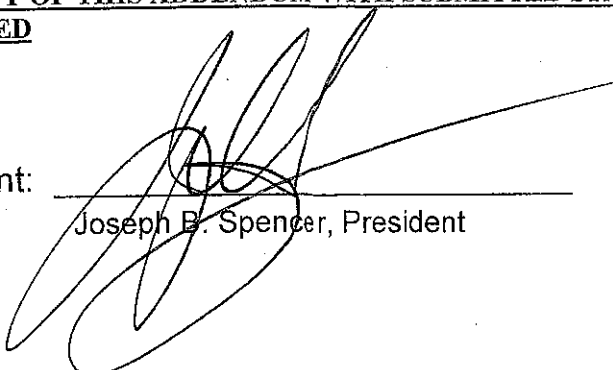
Sincerely,



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

**INCLUSION OF ACKNOWLEDGEMENT OF THIS ADDENDUM WITH SUBMITTED STATEMENTS
OF QUALIFICATION IS NOT REQUIRED**

Addendum #1 Acknowledgement:



Joseph B. Spencer, President

Christie Maday

From: DNVGL, ComEdEESP <ComEdEESP@dnvgl.com>
Sent: Friday, March 05, 2021 3:28 PM
To: cmaday@utilitydynamicscorp.com
Subject: Congratulations and Welcome to the ComEd Energy Efficiency Service Provider Network!
Attachments: 2021 Basic Training Survey.pdf; 2021 EESP Standard and Custom Offering Manual.pdf; 2021 EESP Code Of Conduct.pdf; 2021 EESP Marketing Rules.pdf; 2021 Inspection Fact Sheet.pdf; 2021 Virtual and Phone Inspection Overview.pdf

Hello,

Congratulations! Your company meets the requirements to become a ComEd® Energy Efficiency Service Provider (EESP).

Now that you've finished your basic training, please complete and return the attached survey to ComEdMarketing@dnv.com.

As an EESP, within 30 days you may accept project incentive payments with customer authorization and your company name will be listed on the ComEd [Find A Service Provider](#) webpage. We also have added you to the *Wire* newsletter distribution list so that you'll receive program news and stay up-to-date each month. **To maintain your EESP status**, your company will need to submit and complete at least one paid project, assessment or study within two program years.

Also attached are documents that the ComEd team put together as a resource for you and your team to learn more about the ComEd Energy Efficiency Service Provider Program and your role as an EESP. Included you will find:

- 2021 EESP Standard and Custom Offering Manual
- EESP Code of Conduct Fact Sheet
- EESP Marketing Rules
- Inspection Fact Sheet and Virtual Overview Information

The Manual will provide helpful details on your roles and responsibilities as a Service Provider participating in the Standard and Custom offerings. Successful EESPs know how to market the ComEd Energy Efficiency Program to their customers, and to assist you in getting started are the Marketing Rules. Finally, the Inspection document offers details on our inspection process that you may find beneficial when discussing inspections with your customers. We encourage you to read through each document.

As a reminder, ComEd does not allow anyone to use the ComEd or Energy Efficiency Program logos. However, you may state that you are a ComEd® Energy Efficiency Service Provider in your customer communications and marketing materials. Please review the Marketing Rules and the Service Provider Agreement terms and conditions for additional details.

You will be contacted by your Outreach Professional in the next month as an Introduction, to discuss the information in these documents and to answer any questions that you may have.

If you have any questions in the meantime, please email BusinessEE@ComEd.com or call 855-433-2700. We look forward to working with you!

Kind Regards,

United States Department of Labor

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

Certificate of Certification

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

For all apprenticeable occupations listed in the Standards

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



August 17, 1959
(Rev. 11-1-91)

Date

81183

Certification No.

Do X. Chao
Secretary of Labor

Anthony Dunge
Administrator, Apprenticeship Training, Employer and Labor Services

Route VariousCounty Kane

Local Agency City of Aurora

Section _____

RETURN WITH BID

PAPER BID BOND

WE Utility Dynamics Corporation 23 Commerce Drive, Oswego, IL 60543 as PRINCIPAL.

and Western Surety Company 801 Warrenville Road, Lisle, IL 60532 as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 1st day of March, 2021

Principal

Utility Dynamics Corporation

(Company Name)

By:

Joseph B. Spencer President

(Signature and Title)

By:

(Company Name)

(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor)

~~Western Surety Company~~

(Name of Surety)

Surety

By:

James I. Moore

STATE OF Illinois

COUNTY OF DuPage

1. Jennifer J. McComb

do hereby certify that Joseph B. Spencer and James I. Moore

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing Instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of March, 2021

My commission expires September 10, 2021

Jennifer J. McComb (Notary Public)

ELECTRONIC BID☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

(Company/Bidder Name)

{Signature and Title}

Date _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I. Moore , Individually

of Downers Grove, IL its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Utility Dynamics Corporation
Obligee: City of Aurora

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary