2020 PLUMBING SERVICES

BID PROPOSAL COVER SHEET

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

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

The undersigned acknowledges receipt of addenda Nos. _____.

PLEASE SUBMIT AN ORIGINAL BID RESPONSE, MARKED AS "ORIGINAL" AND ONE (1) COMPLETE PAPER COPY

TO BE CONSIDERED ALL PROPOSALS MUST:

BE SIGNED

RECEIVED PRIOR TO DUE DATE AND TIME

PROPOSAL SOBMITTED BY
COMPANY Foster Reliable Plumbing & Heating
ADDRESS 1070 Becker La
CITY, STATE, ZIP MURORA DY 60505
PREPARER'S NAME FLOON, FOSTER
AUTHORIZED SIGNATURE AM FORM
PHONE # (630) 803 1924 FAX #() DATE 10/21/19
EMAIL FOSTER. PLUMBTNG QUAGO -COM
J

2020 PLUMBING SERVICES

BID PROPOSAL FORM

The City of Aurora is accepting bid proposals for maintaining and repairing water service pipe, curb box, curb cock, and valves. The extent of all repairs will be determined by the Superintendent and or a designee of the Water and Sewer Maintenance Division. A contract has been prepared which illustrates the duties and responsibilities of the City and the Bidder for these services.

The undersigned acknowledges that with submission of a bid proposal that they have read and understand the terms and conditions of the contract to be offered. The bidder also acknowledges that they will comply with said provision should they be awarded the contract.

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

The undersigned agrees to provide plumbing services, representing the City of Aurora, for the period specified in accordance with the amounts set forth in the submitted <u>Schedule of Prices</u>:

PROPOSAL SUBMITTED BY
COMPANY Foster Reliable Plumbing : Heating
ADDRESS 1070 BECKEN La
CITY, STATE, ZIP AUrora DI 60505
PREPARER'S NAME ELDON FOSIER
CONTACT PERSON FLOON FOSKE
AUTHORIZED SIGNATURE //// Fufu
PHONE # (30) 8031924 FAX #() DATE 10/31/19
EMAIL: FOSTON - Phymothey & yotho . COM
·



Schedule of Prices 2020 Plumbing Services Bid 19-68

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

NO.	(For complete information covering these items, see plans a	UNIT	UNIT COST
1	Net Hourly Rate	HR	£ 120,00
2	3/4" Type K Copper	LF	\$5.43
3	1" Type K Copper	LF	\$ 7.43
4	3/4" Full Port Flared Curb Box	EA	\$ 122.50
5	1" Full Port Flared Curb Box	EA	1-165. w
6	3/4" CO ₂ Line Freeze	EA	\$ 50. w
7	1" CO ₂ Line Freeze	EA	\$50.00
8	3/4" Flare Copper to 3/4" Flare Copper Coupling	EA	27.50
9	3/4" Flare Copper to 1" Flare Copper Coupling	EA	142.50
10	1" Flare Copper to 1" Flare Copper Coupling	EA	\$50. w
11	5/8" Double Extra Strong Lead (XXS) or 3/4" Strong Lead (S) to 3/4" Flare Copper Lead-Pack Coupling	EA	\$47.50
12	3/4" XS to 3/4" Flare Copper Lead-Pack Coupling	EA	\$570.25
13	3/4" XXS to 3/4" Flare Copper Lead-Pack Coupling	EA	\$45.4
14	5/8" XXS or 3/4" S to 1" Flare Copper Lead-Pack Coupling	EA	181.25
15	3/4" XS to 1" Flare Copper Lead-Pack Coupling	EA	* 80. 14
16	3/4" XXS to 1" Flare Copper Lead-Pack Coupling	EA	172.50
17	1" S to 1" Flare Copper Lead-Pack Coupling	EA	\$97.50
18	1" XS to 1" Flare Copper Lead-Pack Coupling	EA	170.4
19	1" XXS to 1" Flare Copper Lead-Pack Coupling	EA	\$ 87,50
20	Materials Not Listed at Cost Plus Mark-Up Percentage of:	%	20

2020 PLUMBING SERVICES

CONTRACT AGREEMENT

THIS AGREEMENT, entered on this 22 day of <u>/O</u> , 2019 ("Effective Date"),
for the 2020 Plumbing Services at various locations throughout Aurora, Illinois ("Services") is
entered into between the CITY OF AURORA ("City"), a municipal corporation, located at 44
E. Downer Place, Aurora, Illinois and 19071516 RELEMBER ("Contractor").
ocated at 1076 BIECHET ROND AUGUSTA 1.0505.
WHEREAS, the City issued an Invitation to Bid 19-68 2020 Plumbing Services for the
City of Aurora Water and Sewer Division, Aurora, IL; and

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

WHEREAS, on	, the City's awarded a contract to
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IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. <u>Contract Agreement Documents.</u> The Agreement shall be deemed to include this document, Contractor's response to the Bid, to the extent it is consistent with the terms of the Invitation to Bid, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Bid 19-68 2020 Plumbing Services

In connection with the Bid Proposal and this Agreement, Contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the Bid Proposal and this Agreement is truthful and correct. Contractor shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

- 2. <u>Scope of Services.</u> Contractor shall perform the Services listed in the Scope of Services, attached hereto as <u>Exhibit 1</u>.
- 3. <u>Term.</u> This Agreement shall be for a one-year term, commencing January 1, 2020 through December 31, 2020, unless sooner terminated in accordance with the terms contained herein.

Contract #19-68 APPENDIX D

4. Compensation.

- a. Maximum Price. In accordance with the Contractor's Bid, the maximum price for providing the Services shall be \$ 120 per hour. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.
- b. Schedule of Payment. The City shall pay the Contractor for the Services in accordance with the amounts set forth in the submitted Schedule of Prices. The Contractor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice.

5. Performance of Services.

Standard of Performance. Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

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

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or is sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end.

Contract #19-68 APPENDIX D

If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

- a. Illinois Freedom of Information Act. The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
- b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.
- c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.
- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

	FOR CITY OF AURORA			
ATTEST:	Ву:			
City Clerk	FOR			
(SEAU)	(CORPORATE SEAL)			



Issued under the author the Illinois Department Public Health

FOSTER RELIABLE PLUMBING 1070 BECKER LANE AURORA IL 60508

ELDON G. FOSTER

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #5518654

300,000

100,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/19

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

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

cerunca	ite noider in lied of such endorsement					
PRODUCER Complete Insurance Services 1015 Plainfield Rd. Joliet, IL 60435- Complete Insurance Services		Phone: 815-723-3535	CONTACT Judy Stonitsch	dy Stonitsch		
		Fax: 815-723-3582	PHONE (A/C, No, Ext): 815-723-3535	(A/C, No): 815-7	23-3582	
			E-MAIL ADDRESS: judy@cisinsured.com			
			INSURER(S) AFFORDING COVERAGE		NAIC#	
			INSURER A : Scottsdale Insurance Company			
INSURED	Foster Reliable Plumbing &		INSURER B : Pekin Insurance Company		24201	
	Heating, Eldon Foster DBA 1070 Becker Lane Aurora, IL 60505	•	INSURER C:		<u> </u>	
			INSURER D:			
			INSURER E :			
			INSURER F :	······································		
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Joliet, IL 60435-				E-MAIL ADDRESS: judy@cisinsured.com					
Com	complete Insurance Services				INSURER(S) AFFORDING COVERAGE				NAIC#
				INSURE	A Scottsd	ale Insurar	ice Company		
INSU				INSURE	кв:Pekin Ir	surance C	ompany		24201
	Heating, Eldon Foster DBA	L		INSURE	RC:				
	1070 Becker Lane Aurora, IL 60505			INSURE	RD:				
	,,			INSURE	₹ :				
				INSURE	RF:				
COV	ERAGES CERTIF	FICATE	NUMBER:				REVISION NUMBER:		
INI CE	IS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQU RTIFICATE MAY BE ISSUED OR MAY PER CLUSIONS AND CONDITIONS OF SUCH PO	JIREMEI RTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY	CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	CT TO	WHICH THIS
NSR LTR	TYPE OF INSURANCE INS	DL SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY		CPS2979943		03/17/19	03/17/20	DAMAGE TO RENTED PREMISES (Ea occurrence)	S	100,000
	CLAIMS-MADE X OCCUR			1			MED EXP (Any one person)	\$	5,000
Ī				1			PERSONAL & ADV INJURY	S	1,000,000
				į			GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			ĺ			PRODUCTS - COMP/OP AGG	\$	2,000,000
[X POLICY PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
В	ANY AUTO		00P699337		12/08/18	12/08/19	BODILY INJURY (Per person)	\$	100,000

UMBRELLA LIAB \$ EACH OCCURRENCE OCCUR **EXCESS LIAB** AGGREGATE CLAIMS-MADE DED RETENTION \$ OTH ER WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Limits shown are at the time of policy inception.

CERTIFICATE HOLDER	CANCELLATION
Fox Metro Water	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Reclamation 682 State Rt 31 Oswego, IL 60543	Complete Insurance Services

BODILY INJURY (Per accident) \$

s

\$

PROPERTY DAMAGE (Per accident)

SCHEDULED AUTOS NON-OWNED AUTOS

Χ

ALL OWNED AUTOS

HIRED AUTOS

2020 PLUMBING SERVICES

AFFIDAVIT OF COMPLIANCE

APPLICANT: Eldon Foster
NAME
1070 Beeker Cane, Aurora IC. COODS
ADDRESS '
As a condition of entering into a contract with the City of Aurora, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,
Please Print or Type) <u>Udon toster</u>
being first duly sworn on oath, deposes and states that he/she is:
Sole owner
(the sole owner, a partner, a joint venturer, the President, the Secretary, etc.), of:
Foster Reliable Plumbing and Heating
NAME OF COMPANY

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

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 abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME FOSTER Religible Ply	mhine Hahne
COMPANY NAME - COM RETIGIOR 1 14	MONG S PLAMING
ADDRESS 1070 Becker Law Ou	urora 11 60505
CITY/STATE/ZIP CODE <u>Phworq</u> JI	10505
NAME OF CORPORATE/COMPANY OFFICIAL FLEASE	DDN FOSTER ETYPE OR PRINT CLEARLY
TITLE DWING	
AUTHORIZED OFFICIAL SIGNATURE	TOPH
DATE	
	Subscribed and Sworn to
TELEPHONE (630) 803-1924	Before me this 2/ day
	of <i>October</i> , 2019
OFFICIAL SEAL LINDA A ERICKSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES JAN. 27, 2023	Linda a Cullion Notary Public

STATE (OF ILLINOIS)						
County of	f Kane)	SS.					
			BIDDER'	S TAX	CERTIFICA	ATION		
st	BIDDER'S EXECU atements made he take them and that	rein are 1	nade on b	ehalf of	the Bidder, t	hat this de	espondent is	
lo ac w	idder deposes, stated government is deministered by the rith the procedures of the tax, all as pro-	n the Sta Illinois establish	ate of Illir Departmented by the	nois as a nt of Rev appropr	result of a d venue unless iate statute, it	lelinquency Bidder is ts liability	y in paymer contesting,	nt of any tax in accordance
D	ATED this	21	_day of _	0G0	ber		_, 2019.	
				Ву	(Signature	ON ne of Bidde	s Executing	EN
					PLU	Mble (Title)	N.)	_
A	TTEST/WITNES	S:						
	y <i>LINDA ET</i> itle <i>OWNEC</i>	rcksox		-				
Si L	ubscribed and swo	rn to befo HOKI K	ore me this _, 2019. / <i>W. Q</i> /	\sim	OFFIC LINDA A NOTARY PUBLIC MY COMMISSION	CIAL SEAL A ERICKSC C, STATE OF IL I EXPIRES JAN. 2	I INOIS }	

(SEAL)

2020 PLUMBING SERVICES

REFERENCES

(Please Type) Organization (Please Type) Organization
Address
City, State, Zip Aurora I 60505
Phone Number 630 - 256 : 3710
Contact Person
Date of Project
Organization Fox Metro Water Reclamation DISMICT
Address
City, State, Zip Awora I
Phone Number 630 · 301 · 6811
Contact Person
Date of Project
Organization STEPHEM HACBUS
Address 1535 GAVFIELD AVENUE
City, State, Zip Aurona IL 190506
Phone Number 630 - 441 - 8345
Contact Person
Date of Project
Bidder's Name:
Signature & Date:



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, approved August 28, 2018.

	1) Date Submitted: 10-21-19	- WALLS IBALING				
2) Name of Business: FOSIGN PRIVATION OF TRANSPORT 3) Address of Local Office: 10.10 BECRET LAND 4) City, State, Zip: 10.00 FUNDING TELL 60505						
				5) Company's Web Address:		
			6) Phone: 630 - 803 1924 Fax: 7) County your Local Business is Located in: Kane / Kane			
	Submitted By (Signature): IlM Fafu					
	Print Name and Title: ELDON FOSK	- OWNE				
	Social in the second	ma 110 hon, (DM)				
	Email Address:	My goran -				
	Sec. 2-410Prequalification; local bidder.					
	the ownership or lease of all or a portion of a building a prior to the submission of the prequalification applicated. Evidence demonstrating that the business is legally and the City of Aurora, and has a business registered to ope c. Evidence that the business is not a debtor to the City defined as having outstanding fees, water bills, sales or more past due, or has outstanding weed or nuisance tickets that are not in dispute as to their validity and processes. Back up documentation for (a) a. and (a) b. must accompliance of the City of Aurora will	need a physical presence in the City of Aurora, by virtue of or a period of not less than twelve (12) consecutive months ion; and horized to conduct business within the State of Illinois and erate in the City if required; and of Aurora. For purposes of this subparagraph, a debtor is ax or restaurant/bur tax payments that are thirty (30) day abatements or liens, has failure to comply tickets or parking are not being challenged in court or other administrative pany this submittal or application will be rejected.				
outstanding fees. Your company should make sure that to the best of its knowledge all bills are curren						
	Return completed application, with all required backu City of Aurora, Attn: Purchasing Division, 44 E. Dowr Or email to: <u>PurchasingDL@Aurora-Il.org</u>	p documentation to: er Place, Aurora, IL 60507				
	Do not write below this line: For City of Aurora use ONL	Y				
(a)	(a) a.					
	(a) b.					
(a)	(a) c.					
	Date:					
	Approved: Denic	d;				
	Letter Sent: Initia					
	The state of the s					