

CANNONBALL MECHANICAL
PAUL L. BUDDY PLUMBING AND HEATING, INC.
195 W. ASHLAND AVE., AURORA, IL 60506

"ORIGINAL"

November 14, 2018

City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507-2067

RE: City of Aurora – Invitation to Bid 18-68
2019 Plumbing Services

To Whom It May Concern:

Paul L. Buddy Plumbing and Heating Incorporated is submitting the following forms for your review:

- ✓ Bid Proposal Cover Sheet
- ✓ Bid Proposal
- ✓ Schedule of Prices
- ✓ Contract for Plumbing Services
- ✓ Copy of Current State Plumbing License from the State of IL
- ✓ Certificate of Insurance Listing City of Aurora as a Certificate Holder
- ✓ Affidavit Compliance
- ✓ Bidder's Certification
- ✓ Bidder's Tax Certification
- ✓ Reference Form
- ✓ Vendor Application Packet

Please note that the proposal is filed in with our full corporate name. Our service company is still known as Paul L. Buddy Plumbing and Heating Incorporated and that is how we will continue to do business with you. Thank you for your time and consideration. We hope to continue working with you.

Sincerely,

Chris Buddy
Vice-President

CITY OF AURORA
INVITATION TO BID 18-68
2019 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. N/A.

***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 SUBMITTED BY

COMPANY Cannonball Mechanical Paul L. Buddy Plumbing & Heating, Inc.

ADDRESS 195 W. Ashland Avenue

CITY, STATE, ZIP Aurora, IL 60506

PREPARER'S NAME Therese Campbell

AUTHORIZED SIGNATURE 

PHONE # (630) 896-4888 FAX # (630) 896-4891 DATE 11-14-2018

EMAIL cbuddy@buddycannonball.com

APPENDIX B

CITY OF AURORA
INVITATION TO BID 18-68
2019 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 Schedule of Prices:

PROPOSAL SUBMITTED BY

COMPANY Cannonball Mechanical Paul L. Buddy Plumbing & Heating, Inc.

ADDRESS 195 W. Ashland Avenue

CITY, STATE, ZIP Aurora, IL 60506

PREPARER'S NAME Therese Campbell

CONTACT PERSON Chris Buddy

AUTHORIZED SIGNATURE 

PHONE # (630) 896-4888 FAX # (630) 896-4891 DATE 11-14-2018

EMAIL: cbuddy@buddycannonball.com

APPENDIX C



Schedule of Prices
2019 Plumbing Services
Bid 18-68

RETURN WITH BID:

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

NO.	ITEM	UNIT	UNIT COST
1	Net Hourly Rate	HR	\$160.00 first hour then \$ 38.75 every 15 min after
2	3/4" Type K Copper	LF	\$3.85
3	1" Type K Copper	LF	\$6.05
4	3/4" Full Port Flared Curb Box	EA	\$117.49
5	1" Full Port Flared Curb Box	EA	\$158.56
6	3/4" CO ₂ Line Freeze	EA	\$150.00
7	1" CO ₂ Line Freeze	EA	\$150.00
8	3/4" Flare Copper to 3/4" Flare Copper Coupling	EA	\$27.05
9	3/4" Flare Copper to 1" Flare Copper Coupling	EA	\$40.03
10	1" Flare Copper to 1" Flare Copper Coupling	EA	\$47.33
11	5/8" Double Extra Strong Lead (XXS) or 3/4" Strong Lead (S) to 3/4" Flare Copper Lead-Pack Coupling	EA	\$42.13
12	3/4" XS to 3/4" Flare Copper Lead-Pack Coupling	EA	\$53.24
13	3/4" XXS to 3/4" Flare Copper Lead-Pack Coupling	EA	\$62.81
14	5/8" XXS or 3/4" S to 1" Flare Copper Lead-Pack Coupling	EA	\$78.98
15	3/4" XS to 1" Flare Copper Lead-Pack Coupling	EA	\$76.09
16	3/4" XXS to 1" Flare Copper Lead-Pack Coupling	EA	\$76.09
17	1" S to 1" Flare Copper Lead-Pack Coupling	EA	\$93.87
18	1" XS to 1" Flare Copper Lead-Pack Coupling	EA	\$66.95
19	1" XXS to 1" Flare Copper Lead-Pack Coupling	EA	\$84.64
20	Materials Not Listed at Cost Plus Mark-Up Percentage of:	%	30%

CITY OF AURORA
INVITATION TO BID 18-68
2019 PLUMBING SERVICES
CONTRACT AGREEMENT

THIS AGREEMENT, entered on this 14th day of November, 2018 (“Effective Date”), for the 2019 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 Paul L. Buddy Plumbing & Heating, Inc. (“Contractor”), located at 195 W. Ashland Avenue Aurora, IL 60506.

WHEREAS, the City issued an Invitation to Bid 18-68 2019 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 11-14-2018, the City’s awarded a contract to Cannonball Mechanical Paul L. Buddy Plumbing & Heating, Inc.

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

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

Bid 18-68 2019 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. Scope of Services. Contractor shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. Term. This Agreement shall be for a one-year term, commencing January 1, 2019 through December 31, 2019, unless sooner terminated in accordance with the terms contained herein.

4. **Compensation.**

** \$160.00 first hour, \$38.75 every 15 minutes after

a. **Maximum Price.** In accordance with the Contractor's Bid, the maximum price for providing the Services shall be \$ ** see above 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.

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

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

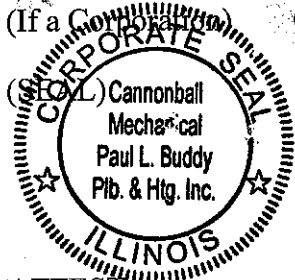
By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation)

CORPORATE NAME Cannonball Mechanical Paul L. Buddy Plumbing & Heating, Inc.



By *Paul L. Buddy*
President - Contractor

ATTEST:

Ch. Billy
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____(SEAL)
_____(SEAL)
Contractor

Contract #18-68

APPENDIX D



**Illinois Department of
PUBLIC HEALTH**

EH0143692

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE 09/30/2019	CATEGORY C	ISSUE NUMBER 055-000363
CANNONBALL MECH/PAUL L BUDDY PLBG PLUMBING CONTRACTOR REGISTRATION		

CANNONBALL MECH/PAUL L BUDDY PLBG
195 West Ashland Ave
Aurora IL 60506-5915

PAUL MARTIN BUDDY

07

Kane

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2018

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C No, Ext): 888-333-4949	FAX (A/G, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED 039-010-4
 CANNONBALL MECHANICAL PAUL L BUDDY PLUMBING & HEATING INC
 195 W ASHLAND AVE
 AURORA, IL 60506-5915

COVERAGES **CERTIFICATE NUMBER: 2** **REVISION NUMBER: 3**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	6069340	05/01/2018	05/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6069340	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6069341	05/01/2018	05/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6069343	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER
 039-010-4
 CITY OF AURORA
 44 E DOWNER PL
 AURORA, IL 60505-3302

2 3

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF AURORA
INVITATION TO BID 18-68
2019 PLUMBING SERVICES

AFFIDAVIT OF COMPLIANCE

APPLICANT: Cannonball Mechanical Paul L. Buddy Plumbing & Heating, Inc.
NAME
195 W. Ashland Avenue Aurora, IL 60506
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) Chris Buddy

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

Vice-President
(the sole owner, a partner, a joint venturer, the President, the Secretary, etc.) of:

Cannonball Mechanical Paul L. Buddy Plumbing & Heating, Inc.
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.

APPENDIX E



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: 11-14-2018
- 2) Name of Business: Cannonball Mechanical Paul L. Buddy Plumbing & Heating, Inc.
- 3) Address of Local Office: 196 W. Ashland Avenue
- 4) City, State, Zip: Aurora, IL 60506
- 5) Company's Web Address: www.buddycannonball.com
- 6) Phone: 630-896-4888 Fax: 630-896-4891
- 7) County your Local Business is Located In: Kane County

Submitted By (Signature): 

Print Name and Title: Chris Buddy Vice-President

Email Address: cbuddy@buddycannonball.com

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507
Or email to: PurchasingDL@Aurora-il.org

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____