

COPY

CITY OF AURORA
INVITATION TO BID 20-48
2021 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 SUBMITTED BY

COMPANY_ R.J. O'Neil, Inc.

ADDRESS_ 1125 S. Lake Street

CITY, STATE, ZIP_ Montgomery, IL 60538

PREPARER'S NAME_ Jessica Medrano

AUTHORIZED SIGNATURE_ 

PHONE # (630)_ 906-1300

FAX # (630)_ 906-1369

DATE_ 10/27/2020

EMAIL _ jessica@rjoneil.com

APPENDIX B

CITY OF AURORA
INVITATION TO BID 20-48
2021 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_ R.J. O'Neil, Inc.

ADDRESS _ 1125 S. Lake Street

CITY, STATE, ZIP_ Montgomery, IL 60538

PREPARER'S NAME _ Jessica Medrano

CONTACT PERSON _ Jessica Medrano

AUTHORIZED SIGNATURE_ 

PHONE # (630)_ 906-1300

FAX #(630)_ 906-1369

DATE_ 10/27/2020

EMAIL: _jessica@rjoneil.com

CITY OF AURORA
INVITATION TO BID 20-48
2021 PLUMBING SERVICES
SPECIFICATIONS FOR BID

General

The City of Aurora, hereinafter ("City"), located in Kane, DuPage, Kendall and Will Counties, Illinois, is seeking proposals for the provision of professional services for maintaining and repairing water service pipe, curb box, curb cock, meters and valves from the water main to, and including, the water meter. These services do not include total replacement of water service due to inaccessibility, i.e. stoops, porches and/or slabs. The City desires to relieve property owners of expensive repairs to leaking water service lines. The City intends to enter into contract with a maximum of the twelve (12) most cost effective, qualified and responsible firms for such services, and accordingly, is furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Bid Proposal documents.

Contract

It is the express intent of the City to enter into a contract for plumbing services for property owner water service lines located in the City of Aurora. The contract is for a one-year term, for the period of January 1, 2021 thru December 31, 2021.

Proposal Delivery Procedures

Proposal shall be prepared on standard 8.5" x 11" letter-sized paper. All responses shall be typed legibly and shall be double-spaced or one and one-half spaced.

No proposals or materials will be returned to any potential Contractor. If a potential Contractor chooses to include material of a confidential nature in its proposal, such material should be clearly identified as confidential. The City will keep such information confidential to the extent permitted by law.

Sealed bid proposals, including a signed contract, shall be delivered to the office of the Purchasing Division, 44 East Downer Place, Aurora, Illinois 60507, no later than 2:00 p.m., Wednesday, October 28, 2020. Sealed envelopes should be clearly labeled "20-48 Bid Proposal for 2021 Plumbing Services" with the following information: Contractor's name and address, date and time of opening. Bidder must submit an original bid response, marked as "original" and three (3) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

Scope of Work

The Contractor's shall provide plumbing services for property owners in the City of Aurora. The service provided shall include maintaining and repairing water service pipe that is leaking, curb box, curb cock and valves.

The extent of all repairs shall be determined by the Superintendent or a designee of the Water and Sewer Maintenance Division.

Said services shall be provided by the Contractors with a 30 minute response time to the job site. The starting time begins when the Contractor arrives on the actual job site. The Contractor shall have parts stocked on plumber's vehicle.

The Contractor shall provide a 24 hour telephone number or pager, with a ten minute response answer, to which the Superintendent of the Water and Sewer Maintenance Division shall have access.

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

Contractors shall be contacted in the order of lowest rate to highest hourly rate. **Failure to respond in the required ten minute response time will result in the assignment being issued to the next Contractor listed on the roster.**

In the event plumbing charges from any one company are consistently higher than the average expenses for similar work, the city reserves the right to remove the company from the list.

The City of Aurora Water & Sewer Maintenance Division has adopted Water Service Repair Standard Operating Procedures (SOP). A copy of the SOP is included in Appendix A. The bidder shall become familiar with the SOP and be prepared to perform items 8 thru 13 when requested.

The contract shall be for one-term, for the period of January 1, 2021 thru December 31, 2021. The Contractor shall provide the services for the time listed as per the rotation schedule.

Equipment

The Contractor in the course of performing plumbing services furnishes and maintains their own supply of parts to be stocked on the Contractors truck. Parts shall be in compliance with the City Code.

In the absence of plumber's supplies and materials on hand as needed, the City reserves the right to furnish said supplies as necessary.

General Provisions

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

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

The Contractor agrees to furnish its services on a fair, equitable and not unjustly discriminatory basis to property owners requiring water line service, as assigned by the City of Aurora.

Terms

The Contract shall remain in effect for a period as specified in Section 1 - Scope of Work.

Compensation

The Contractor shall be paid as agreed upon within the terms of this Bid Proposal. Price shall be all inclusive. No additional cost will be paid by the City, which includes but is not limited to administrative charges, fuel charges, freight or handling charges and any other costs associated with providing the product or service unless specified directly on the Bid Proposal Form and approved by the City.

Compliance

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

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

Status

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

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

Notices

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

CITY

City of Aurora
Purchasing Division
44 E. Downer Place
Aurora, IL 60507

cc: Superintendent of Water and Sewer Maintenance Division
Director of Purchasing

Bond, License Documentation

Bidder must be registered with the City Building and Permits Department **at the time of bid proposal submittal.**

A copy of Contractor's current State Plumber's License must be submitted in order for a proposal to be considered.

Award of Contract

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

The contract shall be for the period January 1, 2021 thru December 31, 2021. The Contractor shall provide the services for the time listed as per the rotation schedule.

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

General Instructions

1. Proposal Package

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

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

2. Format for Submissions

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

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

3. Minimum Specifications, Deviations

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

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

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

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

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

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

4. Examination of Service Area

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

5. Contractor Information

The Contractor shall furnish the following information:

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

Contractors should use supplemental sheets as necessary to supply information.

Special Provisions

1. Type K Copper

Type K copper pipe shall be supplied in the diameter and length as specified. The type K copper shall have a color code of green and shall be in accordance with ASTM B 88 & AWWA publication M-22 entitled, "Water Service Lines And Meters".

2. Curb Box

Type K copper pipe shall be supplied in the diameter and length as specified. The type K copper shall have a color code of green and shall be in accordance with ASTM B 88 & AWWA publication M-22 entitled, "Water Service Lines And Meters".

3. Water Service Couplings

All water service repair couplings shall be the model and manufacturer listed in the attached table below or an engineer approved equal. All connections to copper pipes shall utilize a flared fitting.

Water Service Coupling Models		
Part	Ford Meter Co.	A.Y. McDonald Mfg. Co.
3/4" Flare Copper to 3/4" Flare Copper Coupling	Q22-33-NL	74758 3/4"
3/4" Flare Copper to 1" Flare Copper Coupling	Q22-34-NL	74758 3/4"x1"
1" Flare Copper to 1" Flare Copper Coupling	Q22-44-NL	74758 1"
5/8" Double Extra Strong Lead (XXS) or 3/4" Strong Lead (S) to 3/4" Flare Copper Lead-Pack Coupling	Q12-33-Q32-23-NL	74758C-68 3/4"x5/8", 74758C-66 3/4"
3/4" XS to 3/4" Flare Copper Lead-Pack Coupling	Q22-33-NL	74758C-67 3/4"
3/4" XXS to 3/4" Flare Copper Lead-Pack Coupling	Q32-33-NL	74758C-68 3/4"
5/8" XXS or 3/4" S to 1" Flare Copper Lead-Pack Coupling	Q12-34-Q32-24-NL	74758C-68 1"x5/8", 74758C-66 1"x3/4"
3/4" XS to 1" Flare Copper Lead-Pack Coupling	Q22-34-NL	74758C-67 1"x3/4"
1" S to 1" Flare Copper Lead-Pack Coupling	Q12-44-NL	74758C-66 1"
1" XS to 1" Flare Copper Lead-Pack Coupling	Q22-44-NL	74758C-67 1"
1" XXS to 1" Flare Copper Lead-Pack Coupling	Q32-44-NL	74758C-68 1"

The City of Aurora Water & Sewer Maintenance Division has adopted Water Service Repair Standard Operating Procedures (SOP)

The purpose for this Standard Operating Procedure is to minimizing the introduction of sediment into the building's plumbing pipes and ensure that the water service is thoroughly flushed proceeding any repair activity.

1) Water & Sewer Maintenance Division

- a) Close the valve on the incoming side of the water meter.
- b) Give occupant a copy of the plumbing fixture flushing guidelines and information on lead service lines.
- c) Obtain signature on retained copy of flushing procedures.
- d) Excavate and carefully expose the water service at the location of the leak.

- e) Excavate a sump near the damaged portion of water service for dewatering purposes. Place open graded stone as necessary to facilitate dewatering the excavation.
- f) Adequately dewater the excavation to minimize the chances that water from the trench is introduced into the water service.
- g) If the repair is limited to the installation of a repair clamp on ductile iron services 2" or greater, proceed as follows:
 - i) Disinfect repair clamp and damaged portion of the water service with a 1% to 5% sodium hypochlorite (NaOCl) disinfecting solution immediately prior to assembly.
 - ii) Install repair clamp while service pipe is under pressure.
 - iii) Complete steps 9 through 15.

2) **Plumbing Contractor**

- a) If the repair requires removal of the curb stop or any portion of the water service piping proceed as follows:
 - i) If possible install clamps on either side of the damaged water service.
 - ii) Contact a licensed plumber from the Water and Sewer Division's current plumber's list.
 - iii) Ensure that the plumber has a copy of these standard operating procedures.
 - iv) Instruct the plumber to follow steps 9 through 13 below after all work necessary to repair the water service and or curb stop is complete.
- b) Remove water meter.
- c) Install flushing hose. Flushing hose should be a minimum of 3/4" diameter for service lines of 1" diameter or less. For service lines greater than 1" diameter use a flushing hose with a diameter at least as large as the existing piping.
- d) If possible route the flushing hose to an interior drain. Ensure that the drain has adequate capacity to receive the flushed water without backing up.
- e) Flush the service line for a minimum of 30 minutes.
- f) Replace water meter.

3) **Water & Sewer Maintenance Division**

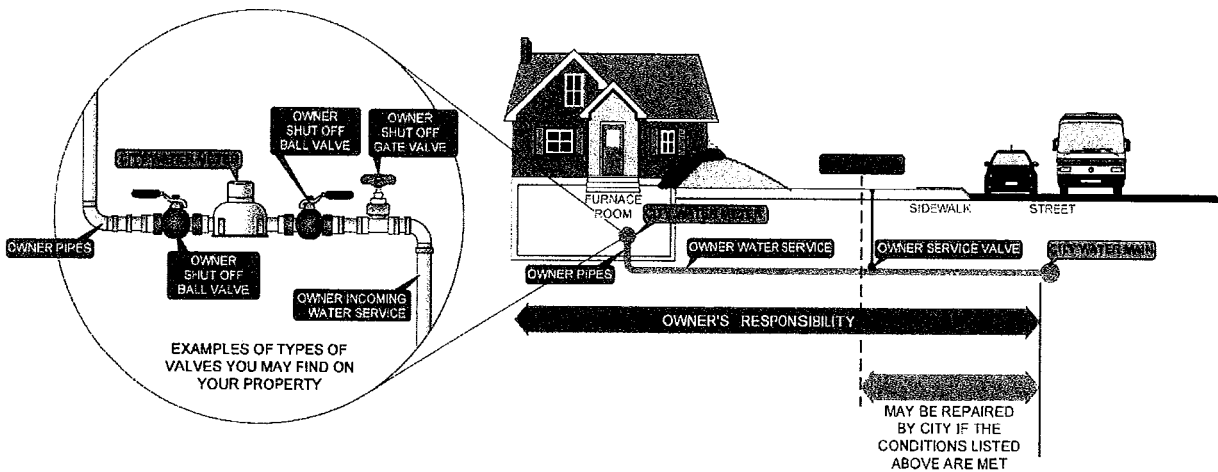
- a) Backfill excavation.
- b) Contact meter shop to have meter re-sealed.

City of Aurora WATER MAIN AND SERVICE LINES

In the City of Aurora, the Water and Sewer Maintenance Division is responsible for maintenance, repair and replacement of water mains. The water mains are pipes that bring water to multiple houses or businesses. They are typically located under or along the edge of a street. Water services are the pipes that connect an individual house or business to the water main. The Aurora City Code states the property owner is responsible for maintenance, repair and replacement of the water service, but allows the Water and Sewer Maintenance Division to repair a water service if all the following conditions are met:

- The water service is a domestic water service (not a fire protection service or a combined fire and domestic service);
- The repair is within the public right-of-way or a City easement; and
- The City has not previously repaired the water service more than twice.

Any maintenance or repair that does not meet these conditions is the responsibility of the property owner. Replacement of a water service is always the property owner's responsibility.



Sec. 48-16 of the Aurora City Code is attached for your reference. It describes more completely the responsibilities for water service maintenance, repair and replacement. If you have any questions about your responsibilities, please call the Water and Sewer Maintenance Division at 630-256-3510.



**Schedule of Prices
2021 Plumbing Services
Bid 20-48**

RETURN WITH BID

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

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>UNIT COST</u>
1	Net Hourly Rate	HR	\$137.00
2	3/4" Type K Copper	LF	\$5.00
3	1" Type K Copper	LF	\$6.00
4	3/4" Full Port Flared Curb Box	EA	\$160.00
5	1" Full Port Flared Curb Box	EA	\$195.00
6	3/4" CO ₂ Line Freeze	EA	\$39.00
7	1" CO ₂ Line Freeze	EA	\$39.00
8	3/4" Flare Copper to 3/4" Flare Copper Coupling	EA	\$27.00
9	3/4" Flare Copper to 1" Flare Copper Coupling	EA	\$39.00
10	1" Flare Copper to 1" Flare Copper Coupling	EA	\$45.00
11	5/8" Double Extra Strong Lead (XXS) or 3/4" Strong Lead (S) to 3/4" Flare Copper Lead-Pack Coupling	EA	\$35.00
12	3/4" XS to 3/4" Flare Copper Lead-Pack Coupling	EA	\$50.00
13	3/4" XXS to 3/4" Flare Copper Lead-Pack Coupling	EA	\$58.00
14	5/8" XXS or 3/4" S to 1" Flare Copper Lead-Pack Coupling	EA	\$71.00
15	3/4" XS to 1" Flare Copper Lead-Pack Coupling	EA	\$70.00
16	3/4" XXS to 1" Flare Copper Lead-Pack Coupling	EA	\$71.00
17	1" S to 1" Flare Copper Lead-Pack Coupling	EA	\$82.00
18	1" XS to 1" Flare Copper Lead-Pack Coupling	EA	\$62.00
20	1" XXS to 1" Flare Copper Lead-Pack Coupling	EA	\$75.00
20	Materials Not Listed at Cost Plus Mark-Up Percentage of:	%	20%

CITY OF AURORA
INVITATION TO BID 20-48
2021 PLUMBING SERVICES
CONTRACT AGREEMENT

THIS AGREEMENT, entered on this _27th_ day of _October_, 2020 (“Effective Date”), for the 2021 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 R.J. O’Neil, Inc. (“Contractor”), located at 1125 S. Lake Street, Montgomery, IL 60538

WHEREAS, the City issued an Invitation to Bid 20-48 2021 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
R.J. O’Neil, 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 20-48 2021 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, 2021 through December 31, 2021, unless sooner terminated in accordance with the terms contained herein.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Contractor's Bid, the maximum price for providing the Services shall be \$ _ \$137.00 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 _____

(If a Corporation) CORPORATE NAME_ R.J. O'Neil, Inc.



By *Jessica Mediona*
President – Contractor

ATTEST:

Benee O'Neil
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____ (SEAL)

_____ (SEAL)

Contractor

**CITY OF AURORA
INVITATION TO BID 20-48
2021 PLUMBING SERVICES**

EXHIBIT 1

(INVITATION TO BID)

**CITY OF AURORA
INVITATION TO BID 20-48
2021 PLUMBING SERVICES**

EXHIBIT 2

(BID PROPOSAL FORM 20-48)



ILLINOIS DEPARTMENT OF PUBLIC HEALTH

IDPH

PROTECTING HEALTH, IMPROVING LIVES

Results

Name	R J O'NEIL, INC.	License Number	055-008429
Address	1125 S LAKE STREET MONTGOMERY IL, 60538-1258	License Type	Plumbing Contractor
Phone	630-906-1300	License Status	Active
Employer	Unknown	Renewal Date	09/30/2021
		Licensed Since	06/19/2002
		CE	0

Close Window

Illinois Department of Public Health | 525 West Jefferson Street | Springfield, Illinois 62761
 Phone 217-524-0791 | Fax 217-524-5868 | TTY 800-547-0466

[Privacy Policy](#)

Copyright © 2007 State of Illinois



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2020

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).

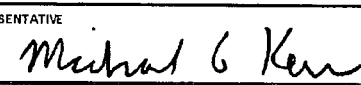
PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED R J O'NEIL INC 1125 S LAKE ST MONTGOMERY, IL 60538-1258		INSURER A: FEDERATED SERVICE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	INSURER(S) AFFORDING COVERAGE NAIC # 28304

COVERAGES **CERTIFICATE NUMBER: 6** **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	9053681	12/31/2019	12/31/2020	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$100,000 MED EXP (Any one person): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	N	9053681	12/31/2019	12/31/2020	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	9053682	12/31/2019	12/31/2020	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	9053683	12/31/2019	12/31/2020	<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)
SEE ATTACHED PAGE

CERTIFICATE HOLDER 224-299-8 CITY OF AURORA 44 E DOWNER PL AURORA, IL 60505-3302	CANCELLATION 63 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 
---	--

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.
- H. ~~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 R.J. O'Neil, Inc.

ADDRESS 1125 S. Lake Street

CITY/STATE/ZIP CODE Montgomery, IL 60538

NAME OF CORPORATE/COMPANY OFFICIAL Jessica Medrano
PLEASE TYPE OR PRINT CLEARLY

TITLE President

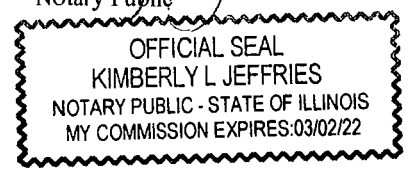
AUTHORIZED OFFICIAL SIGNATURE Jessica Medrano

DATE 10/27/2020

TELEPHONE (630) 906-1300

Subscribed and Sworn to
Before me this 27th day
of October, 2020.

Kimberly L. Jeffries
Notary Public



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 _ 27th day of _ October , 2020.

By *Jessica Medrano*
(Signature of Bidder's Executing Officer)

Jessica Medrano
(Print name of Bidder's Executing Officer)

President
(Title)

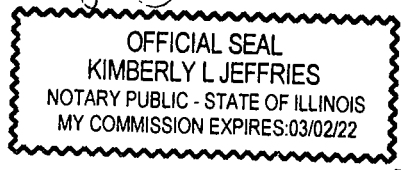
ATTEST/WITNESS:

By - *Brenda O'Neil*
Title - Secretary

Subscribed and sworn to before me this
_ 27th day of _ October , 2020.

Kimberly L Jeffries
Notary Public

(SEAL)



**CITY OF AURORA
INVITATION TO BID 20-48**

2021 PLUMBING SERVICES

INSTRUCTIONS TO BIDDERS

1. REQUIREMENTS OF BIDDER

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

2. ACCEPTANCE OF BID PROPOSALS

a. Bidder must submit an original bid response, marked as "original" and three (3) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

b. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

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

c. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.

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

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

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

3. RECEIPT OF BID PROPOSALS

- a. It is suggested that Bidders allow a minimum of four days for delivery through U.S. mail, or Bid Proposals may be delivered to the Office of the Purchasing Division in person. Overnight courier is acceptable provided timely receipt of Bid Proposals. The City shall not be responsible for late delivery of your Bid by a third party courier. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that his Bid Proposal is received in the proper time.
- b. Any Bid Proposal received by the Office of the Purchasing Division after 2:00 p.m. on Wednesday, October 28, 2020 shall be rejected and returned unopened. There will be no exceptions!

4. WITHDRAWAL OF BID PROPOSALS

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

5. BID DEPOSIT

No Bid Deposit Required.

6. BOND AND INSURANCE

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

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

7. CITY'S AGENT

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

8. INVESTIGATION

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

Each Bidder submitting a Bid is responsible for examining the complete Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the contract, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to the bidding. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Bid Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Bid for all contingencies. Before any award is made of the contract to the Bidder, the Bidder may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

9. BIDDER CAPABILITY

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

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

10. **ALTERNATE BIDS**

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Bid proposal package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Bidder wishes to submit more than one Bid, each Bid, after the first, is to be considered an **alternate**. THESE BIDS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE BID PROPOSAL PAGE MUST BE PLAINLY MARKED "**ALTERNATE BID**". The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Bid.

11. **AWARD**

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

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

12. **PRICES**

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

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

13. DISCOUNTS

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

14. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

15. PAYMENTS

The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract, within forty-five (45) days of the receipt of the invoice.

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

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

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

PurchasingDL@aurora-il.org

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

or Mail to the following address:

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

16. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

17. DEFAULT

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

18. CANCELLATION

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

20. SIGNATURES

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

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

20. ELIGIBILITY

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 2061, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

21. SPECIAL CONDITIONS

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

22. PERMITS AND LICENSES

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

Bidder must be registered with the City of Aurora Building & Permits Division at time of bid proposal submittal.

23. REFERENCES

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

24. SEQUENCE

The **Bid form(s) shall be the top (1st) sheet(s) of the Bid proposal package** returned to the City for consideration. All other sheets and/or documentation shall follow.

25. COMPLIANCE WITH LAWS AND REGULATIONS

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

26. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation , including any drawings , specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design . In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The City may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

Contractor and/or Bidder (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the City, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Bidder (as case may be) agrees that these warranties shall run to the City of Aurora, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

27. REGULATORY COMPLIANCE

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

28. ROYALTIES AND PATENTS

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

29. PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Bidder except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

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

30. INSURANCE AND HOLD HARMLESS PROVISION

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

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

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

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

31. WORKERS COMPENSATION ACT

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

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

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

32. SUBLETTING OR ASSIGNMENT OF WORK

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

33. MINORITY PARTICIPATION

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

34. PROSECUTION OF WORK

The Bidder 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 insure its completion within the time specified in the contract. The Bidder shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Bidders Certification, and for all wage rate and hour regulations and applications.

35. GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

36. CONTRACT

The contract is for a one-year term, for the period of January 1, 2021 thru December 31, 2021. An authorized company representative shall appear at the Purchasing Office within five (5) business days after City Council approval for the purpose of signing the contractual agreement. Failure on the part of the Bidder to execute the contract within five (5) business days and provide the required evidence of insurance at or before the execution of the contract will be considered just cause for the annulment of the award of the bid.

37. INSURANCE CERTIFICATES

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

38. PERSONNEL AND EQUIPMENT

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

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

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

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

39. MEDICAL AND EMERGENCY SERVICES

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

40. TIME

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

41. TERMINATION

The City has the right to terminate this Contract, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days' notice specifying the termination date. On the date specified, this Contract will end. If this Contract is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Contract and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

42. QUESTIONS

Inquiries and/or questions pertaining specifications of this Bid Package shall be directed in writing to Mrs. Jolene Coulter, Director of Purchasing, PurchasingDL@aurora-il.org, by **5:00 pm CST, Tuesday, October 20, 2020**. Questions may not be communicated by the telephone. Questions received after this date will not receive a response.

A response to questions will be posted to the City's Website at <https://www.aurora-il.org/bids.aspx> by 5:00 pm CST, Thursday, October 22, 2020. Therefore, all interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

CITY OF AURORA
INVITATION TO BID 20-48
2021 PLUMBING SERVICES

REFERENCES

(Please Type)

Organization _ Darien Park District

Address _ 7301 Fairview Ave.

City, State, Zip_ Darien, IL 60561

Phone Number_ (630)669-6639

Contact Person_ Blake Ertmanis

Date of Project_ 2016-Current-Misc. Plumbing Services

Organization _ Bayer U.S.-Monstano Company

Address _ Building G, G2439W

City, State, Zip_ St. Louis, MO 63167

Phone Number_ (314)694-4922

Contact Person_ Robert Reed

Date of Project_ 2015-Current- Misc. Plumbing Services

Organization _ Shodeen Group, LLC

Address _ 77 N. 1st Street


City, State, Zip_ Geneva, IL 60134

Phone Number_ (630)232-7883

Contact Person_ Bill Warwik

Date of Project_ 2014-Current-Misc. Plumbing Services

Bidder's Name: _ Jessica Medrano

Signature & Date:  10/27/2020

APPENDIX G

Kane County Prevailing Wage

Please refer to the State of Illinois website for the current prevailing wage rates:

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

APPENDIX H

Local Vendor Preference Application



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 018-070, amended with ordinance 020-029 approved April 28 2020.

- 1) Date Submitted: 10/27/2020
- 2) Name of Business: R.J. O'Neil, Inc.
- 3) Address of Local Office: 1125 S. Lake Street
- 4) City, State, ZIP: Montgomery, IL 60538
- 5) Company's Web Address: www.rjoneil.com
- 6) Phone: (630)906-1300 Fax: (630)906-1369
- 7) County your Local Business is Located In: Kane

Submitted By (Signature): Jessica Medrano

Print Name and Title: Jessica Medrano, President

Email Address: jessica@rjoneil.com

Sec. 2-41.0.-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, bus 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.

*Backup documentation for (a) a, a, b, must accompany this submittal or application it 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 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: PurchasingOLi@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: _____

CITY OF AURORA
INVITATION TO BID 20-48
2021 PLUMBING SERVICES
CHECKLIST OF SUBMITTALS

Bidder must submit an original bid response, marked as "original" and one (1) complete paper copy, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

Please enclose the following with your Bid Proposal:

- | | |
|----------|---|
| <u>X</u> | Bid Proposal Cover Sheet (Appendix B) |
| <u>X</u> | Bid Proposal Form (Appendix C) |
| <u>X</u> | Schedule of Prices (Appendix A) |
| <u>X</u> | Contract for Plumbing Services (Appendix D) |
| <u>X</u> | Copy of current State Plumbing License from the State of IL (supplied by bidder) |
| <u>X</u> | Certificate of Insurance Listing City of Aurora as a Certificate Holder (supplied by bidder) |
| <u>X</u> | Affidavit of Compliance (Appendix E) |
| <u>X</u> | Bidder's Certification (Page 1) |
| <u>X</u> | Bidder's Tax Certification (Page 2) |
| <u>X</u> | Reference Form (Appendix F) |
| <u>X</u> | Local Vendor Preference Application (Appendix H) |

Please Note:

Bidder must be registered with the City of Aurora Building & Permits Division at time of bid proposal submittal.