

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. _____.

***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 Foster Reliable Plumbing and Heating

ADDRESS 1070 BECKER Lane

CITY, STATE, ZIP AURORA, IL. 60505

PREPARER'S NAME Elaine Duggill

AUTHORIZED SIGNATURE Elaine Duggill

PHONE # (800) 803-1924 FAX # DATE 11-07-18

EMAIL Foster.plumbing@yahoo.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 Foster Reliable Plumbing and Heating
ADDRESS 1070 Becker lane
CITY, STATE, ZIP Aurora, IL. 60505
PREPARER'S NAME Elaine Duggill
CONTACT PERSON Eldon Foster
AUTHORIZED SIGNATURE *
PHONE # 630, 803-1924 FAX # () DATE 11-07-18
EMAIL: Foster.plumbing@yahoo.com



**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	\$120.00
2	3/4" Type K Copper	LF	\$4.75
3	1" Type K Copper	LF	\$6.18
4	3/4" Full Port Flared Curb Box	EA	\$97.50
5	1" Full Port Flared Curb Box	EA	\$131.25
6	3/4" CO ₂ Line Freeze	EA	\$43.75
7	1" CO ₂ Line Freeze	EA	\$43.75
8	3/4" Flare Copper to 3/4" Flare Copper Coupling	EA	\$22.50
9	3/4" Flare Copper to 1" Flare Copper Coupling	EA	\$33.12
10	1" Flare Copper to 1" Flare Copper Coupling	EA	\$40.00
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	\$44.00
13	3/4" XXS to 3/4" Flare Copper Lead-Pack Coupling	EA	\$52.50
14	5/8" XXS or 3/4" S to 1" Flare Copper Lead-Pack Coupling	EA	\$65.00
15	3/4" XS to 1" Flare Copper Lead-Pack Coupling	EA	\$63.12
16	3/4" XXS to 1" Flare Copper Lead-Pack Coupling	EA	\$63.12
17	1" S to 1" Flare Copper Lead-Pack Coupling	EA	\$77.50
18	1" XS to 1" Flare Copper Lead-Pack Coupling	EA	\$55.00
19	1" XXS to 1" Flare Copper Lead-Pack Coupling	EA	\$70.00
20	Materials Not Listed at Cost Plus Mark-Up Percentage of:	%	20%

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

THIS AGREEMENT, entered on this 7th 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 Eldon Foster (“Contractor”), located at 1070 Becker Lane, Aurora, IL 60505.

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 NW. 7th, 2018, the City’s awarded a contract to Eldon Foster of Foster Reliable Plumbing and Heating.

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.

a. Maximum Price. In accordance with the Contractor's Bid, the maximum price for providing the Services shall be \$ 120.00 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 if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end.

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

7. Miscellaneous Provisions.

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

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

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

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

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

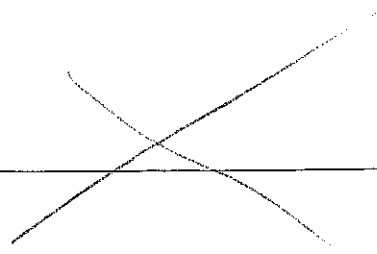
FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME _____



(SEAL)

By _____
President - Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

Elden Foster _____ (SEAL)
Contractor

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

APPLICANT: Eldon Foster
NAME
1070 Becker Lane, Aurora, IL 60505
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) Eldon Foster

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

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

Foster Reliable Plumbing and Heating
NAME OF COMPANY

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

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054, adopted on June 26, 2018.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Foster Reliable Plumbing and Heating

ADDRESS 1070 Becker Lane

CITY/STATE/ZIP CODE Aurora, IL, 60505

NAME OF CORPORATE/COMPANY OFFICIAL Eldon Foster
PLEASE TYPE OR PRINT CLEARLY

TITLE OWNER

AUTHORIZED OFFICIAL SIGNATURE * [Signature]

DATE 11-07-18

TELEPHONE (630) 803-1924

Subscribed and Sworn to
Before me this 07 day
of November, 2018
[Signature]
Notary Public





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: 11-08-18
- 2) Name of Business: Foster Reliable Plumbing and Heating
- 3) Address of Local Office: 1070 Becker Lane
- 4) City, State, Zip: Aurora IL 60505
- 5) Company's Web Address: _____
- 6) Phone: 630-803-1924 Fax: _____
- 7) County your Local Business is Located In: KANE

Submitted By (Signature): [Signature]

Print Name and Title: Eldon Foster

Email Address: Foster.Plumbing@yahoo.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: _____



**Illinois Department of
PUBLIC HEALTH**

EHO145883

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

09/30/2019

6A

055-033302

EXPIRATION DATE

CATEGORY

License NUMBER

**FOSTER RELIABLE PLUMBING & HEATING
PLUMBING CONTRACTOR
REGISTRATION**

FOSTER RELIABLE PLUMBING & HEATING
1070 BECKER LANE
AURORA IL 60505

ELDON G. FOSTER

07

Kane

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

