

CITY OF AURORA  
INVITATION TO BID 15-55

ORIGINAL

2016 PLUMBING SERVICES

BID PROPOSAL COVER SHEET

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

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

The undersigned acknowledges receipt of addenda Nos. N/A.

**PLEASE SUBMIT AN ORIGINAL BID RESPONSE,  
MARKED AS "ORIGINAL"**

**AND**

**THREE (3) COMPLETE PAPER COPIES**

**TO BE CONSIDERED ALL PROPOSALS MUST:**

**BE SIGNED**

**RECEIVED PRIOR TO DUE DATE AND TIME**

PROPOSAL SUBMITTED BY

COMPANY RJKUHN PLUMBING HTG & COOLING INC

ADDRESS 585A ST RT 31

CITY, STATE, ZIP OSWEGO IL 60543

PREPARER'S NAME RICK J. KUHN, PRESIDENT

AUTHORIZED SIGNATURE 

PHONE # (630) 554-3336 FAX # (630) 892-7509 DATE 11/20/15

EMAIL info@rjkuhn.com

APPENDIX B

**CITY OF AURORA**  
**INVITATION TO BID 15-55**  
**2016 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 the contract:

NET hourly rate of: \$ 148<sup>00</sup>/HR

Materials priced at cost plus mark-up percentage of: 25 %

**PROPOSAL SUBMITTED BY**

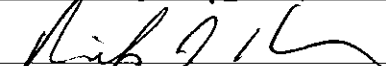
COMPANY RJ KUHN PLUMBING, HTG & COOLING, INC.

ADDRESS 585A ST RT 31

CITY, STATE, ZIP OSWEGO IL 60543

PREPARER'S NAME RICK J. KUHN

CONTACT PERSON RICK J. KUHN

AUTHORIZED SIGNATURE 

PHONE # (630) 554-3336 FAX # (630) 892-7509 DATE 11/20/15

EMAIL: info@rjkuhn.com

**CITY OF AURORA**  
**INVITATION TO BID 15-55**  
**2016 PLUMBING SERVICES**

**CONTRACT AGREEMENT**

**THIS AGREEMENT**, entered on this 20<sup>th</sup> day of Nov, 2015 ("Effective Date"), for the 2016 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 RJKUHN PHC, INC ("Contractor"), located at 585A ST Rt 31 OSWEGO IL 60543.

**WHEREAS**, the City issued an Invitation to Bid 15-55 2016 Plumbing Services for the City of Aurora Water and Sewer Division, Aurora, IL; and

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

**WHEREAS**, on 11/20/15, the City's awarded a contract to RJKUHN, PHC, 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 15-55 2016 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, 2016 through December 31, 2016, 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 \$ 148<sup>00</sup> 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 Exhibit 2. 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 RT KUHN PHC, INC

By RICK J KUHN, PRESIDENT

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME RJKUHN PLUMBING HTG & COOLING, INC

(SEAL)

By *Rick J. Kuhn*  
President - Contractor RICK J. KUHN

ATTEST:

*Kevin R. Kuhn*  
Secretary KEVIN R. KUHN

(If a Co-Partnership)

\_\_\_\_\_  
\_\_\_\_\_  
Partners doing Business under the firm  
\_\_\_\_\_  
Contractor

(If an Individual)

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
Contractor



# Illinois Department of PUBLIC HEALTH

EH119994

## LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Issued under the authority of  
the Illinois Department of  
Public Health

| EXPIRATION DATE   | CATEGORY | I.D. NUMBER |
|---|----------|-------------|
| 09/30/2016  | 6A       | 055-043246  |
| <b>R.J. KUHN PLUMBING HEATING &amp; COOLING,<br/>INC.<br/>PLUMBING CONTRACTOR</b> |          |             |

R.J. KUHN PLUMBING HEATING & COOLING,  
INC.  
585A STATE RT. 31  
OSWEGO IL 60543

RICK JOHN KUHN

Kendall

The face of this license has a colored background. Printed by Authority of the State of Illinois • 9/05



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2015

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

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

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>N.M.Tripp Insurance Agency, Inc.<br>5 Main Street<br>Oswego IL 60543                |  | <b>CONTACT NAME:</b> Thomas Tripp<br><b>PHONE (A/C, No. Ext):</b> (630) 554-8831<br><b>E-MAIL ADDRESS:</b> TTripp@Trippins.net<br><b>FAX (A/C, No):</b> (630) 554-8038  |  |
| <b>INSURED</b><br>RJ Kuhn Plumbing Heating & Cooling Inc<br>585 State Route 31<br>Oswego IL 60543-7907 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Owners NAIC # 32700<br><b>INSURER B:</b> Auto Owners Ins. Co. 18988<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES**

CERTIFICATE NUMBER: Master 15-16

REVISION NUMBER:


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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         | Y        | 07270502      | 9/13/2015               | 9/13/2016               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |           |          | 4927054400    | 9/13/2015               | 9/13/2016               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>CAPP \$  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |          | 4927121700    | 9/13/2015               | 9/13/2016               | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>EACH OCCURRENCE \$ 6,000,000<br>AGGREGATE \$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | 07078765      | 9/13/2015               | 9/13/2016               | <input checked="" type="checkbox"/> PER STATUTE<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                    |
| A        | Rented Equipment  |           |          | 07270502      | 9/13/2015               | 9/13/2016               | 500 Deductible 60,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is additionally insured for primary, non-contributory general liability including products and completed operations. A Waiver of Subrogation for general liability and workers' compensation also applies.

Forms attached: 55373 Blanket Additional Insured; 55352 CGL Plus endorsement with Blanket Waiver of Subrogation; 27060 WC Blanket Waiver of Subrogation. Umbrella policy follows form with respects to endorsements mentioned above.

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| City of Aurora<br>Revenue and Collections<br>44 E Downer Place<br>Aurora, IL 60507 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Thomas Tripp/LISA  |
|--|--|

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CITY OF AURORA  
INVITATION TO BID 15-55  
2016 PLUMBING SERVICES  
AFFIDAVIT OF COMPLIANCE

APPLICANT: RT KUHN PLUMBING HTG & COOLING, INC  
NAME  
585A ST RT 31 DEWEGO IL 60543  
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) RICK J. KUHN

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

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

RT KUHN PHC, INC  
NAME OF COMPANY

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

**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. O15-029, adopted on June 23, 2015.
- 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 RJKUHN PLUMBING HTG & COOLING INC

ADDRESS 585A ST Rt 31

CITY/STATE/ZIP CODE OSWEGO IL 60543

NAME OF CORPORATE/COMPANY OFFICIAL RICK J KUHN  
PLEASE TYPE OR PRINT CLEARLY

TITLE PRESIDENT

AUTHORIZED OFFICIAL SIGNATURE *[Signature]*

DATE 11/20/15

TELEPHONE (630) 554 3336

Subscribed and Sworn to  
Before me this 20<sup>th</sup> day  
of Nov, 2015

*[Signature]*  
Notary Public



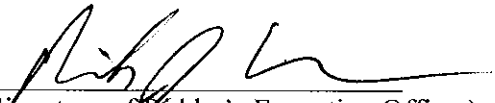
STATE OF ILLINOIS        )  
  )  
County of Kane            )        ss.

**BIDDER'S TAX CERTIFICATION**

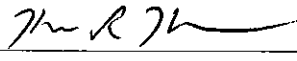
(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

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.

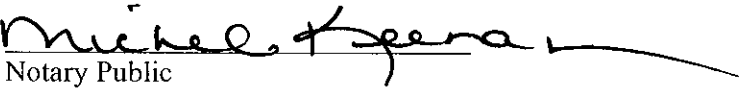
DATED this 20<sup>th</sup> day of NOVEMBER, 2015.

By   
(Signature of Bidder's Executing Officer)  
RICK J. KUHN  
(Print name of Bidder's Executing Officer)  
PRESIDENT  
(Title)

ATTEST/WITNESS:

By   
Title VICE PRESIDENT

Subscribed and sworn to before me this  
20<sup>th</sup> day of NOV., 2015.

  
Notary Public

(SEAL)





585 A State Route 31  
Oswego, IL 60543

630.554.3336 630.892.7509 fax

City of Aurora References  
15-55  
2016 Plumbing Services

|                         |                                 |
|-------------------------|---------------------------------|
| Name of Project (Owner) | Aurora University STEM Building |
| Location                | Aurora IL                       |
| Date Completed          | 8/2014                          |
| Architect/Engineer      | The Boldt Company               |
| Telephone (Architect)   | (630) 368-2636                  |

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|                         |                                |
|-------------------------|--------------------------------|
| Name of Project (Owner) | Kishwaukee Valley YMCA         |
| Location                | 2500 Bethany Road Sycamore, IL |
| Date Completed          | 8/2013                         |
| Architect/Engineer      | Cordogan, Clark & Associates   |
| Telephone (Architect)   | 630 896-4678                   |

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|                         |   |
|-------------------------|---|
| Name of Project (Owner) | Oswego High School 2012 Additions & Alterations |
| Location                | Oswego High School                              |
| Date Completed          | 8/16/2013                                       |
| Architect/Engineer      | Kluber, Inc.                                    |
| Telephone (Architect)   | 630 406-1213                                    |

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|                         |                         |
|-------------------------|-------------------------|
| Name of Project (Owner) | Kendall County          |
| Location                | KenCom Basement Build   |
| Date Completed          | May 2012                |
| Architect/Engineer      | Lite Construction, Inc. |
| Telephone (Architect)   | (630)896-7220           |

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