

Original

CITY OF AURORA  
INVITATION TO BID 16-47  
2017 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. 1.

***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 Arrow Plumbing & Heating Inc.

ADDRESS 835 S. Lake St.

CITY, STATE, ZIP Aurora, IL 60506

PREPARER'S NAME Cindy Browning

AUTHORIZED SIGNATURE *Richard A. Browning*

PHONE # (630)892-2627 FAX # (630) 892-2752 DATE 11/9/2016

EMAIL dick@arrowphinc.com cindy@arrowphinc.com



**CITY OF AURORA**  
**INVITATION TO BID 16-47**  
**2017 PLUMBING SERVICES**  
**CONTRACT AGREEMENT**

**THIS AGREEMENT**, entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”), for the 2017 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 Arrow Plumbing & Heating Inc. (“Contractor”), located at 835 S. Lake Street, Aurora IL 60506.

**WHEREAS**, the City issued an Invitation to Bid 16-47 2017 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 Arrow Plumbing & Heating Inc.

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

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

**Bid 16-47 2017 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, 2017 through December 31, 2017, 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 \$ 133.00 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 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 is sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end.

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

7. **Miscellaneous Provisions.**

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

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

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

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

FOR CITY OF AURORA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation)

CORPORATE NAME Arrow Plumbing & Heating Inc.

(SEAL)

By Richard A. Browning  
President - Contractor  
Richard A. Browning

ATTEST:

Cynthia A. Browning  
Secretary - Cynthia A. Browning

(If a Co-Partnership)

\_\_\_\_\_

\_\_\_\_\_

Partners doing Business under the firm

Contractor

(If an Individual)

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

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



**Illinois Department of PUBLIC HEALTH** EH0126554

**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	ID NUMBER
09/30/2017	6A	055-031975
<b>ARROW PLUMBING &amp; HEATING, INC. PLUMBING CONTRACTOR REGISTRATION</b>		

**ARROW PLUMBING & HEATING, INC.**  
835 S. Lake Street  
Aurora IL 60506

**RICHARD ALAN BROWNING**

07

Kane

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #4012320 10M 3/12







**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> FEDERATED MUTUAL INSURANCE COMPANY		<b>NAMED INSURED</b> ARROW PLUMBING AND HEATING INC 835 S LAKE ST AURORA, IL 60506-5926	
<b>POLICY NUMBER</b> SEE CERTIFICATE # 12.0		<b>EFFECTIVE DATE:</b> SEE CERTIFICATE # 12.0	
<b>CARRIER</b> SEE CERTIFICATE # 12.0	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATEHOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE  
 CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT  
 FOR BUSINESSOWNERS LIABILITY.  
 INSURANCE PROVIDED BY THE BUSINESSOWNERS LIABILITY IS  
 PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT  
 ENDORSEMENT FOR BUSINESS AUTO LIABILITY.

**CITY OF AURORA**  
**INVITATION TO BID 16-47**  
**2017 PLUMBING SERVICES**  
**AFFIDAVIT OF COMPLIANCE**

APPLICANT: Arrow Plumbing & Heating Inc.  
NAME  
835 S. Lake St, Aurora IL 60506  
ADDRESS

As a condition of entering into a contract with the City of Aurora, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

(Please Print or Type) Richard A. Browning

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:

Arrow Plumbing & Heating Inc.  
NAME OF COMPANY

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

**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. O16-042, adopted on June 28, 2016.
- 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 Arrow Plumbing & Heating Inc.

ADDRESS 835 S. Lake Street

CITY/STATE/ZIP CODE Aurora, IL 60506

NAME OF CORPORATE/COMPANY OFFICIAL Richard A. Browning  
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE *Richard A. Browning*

DATE November 9, 2016

TELEPHONE (630)892-2627

Subscribed and Sworn to  
Before me this 9th day  
of November, 2016

*Cynthia Ann Browning*



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 9th day of November, 2016.


By *Richard A. Browning*  
(Signature of Bidder's Executing Officer)  
Richard A. Browning  
(Print name of Bidder's Executing Officer)  
President  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to before me this  
9th day of November, 2016.

*Cynthia Ann Browning*  
Notary Public

(SEAL) 

**CITY OF AURORA  
INVITATION TO BID 16-47  
2017 PLUMBING SERVICES**

**REFERENCES**

(Please Type)  
Organization Visiting Nurses Association

Address 400 N. Highland Ave.

City, State, Zip Aurora IL 60506

Phone Number 630-978-2532

Contact Person Amy Baudouin

Date of Project ongoing projects since 2006

Organization R.C. Wegman Construction Co.

Address 750 Morton Ave.

City, State, Zip Aurora IL 60506

Phone Number 630-844-3000

Contact Person Carl Wegman

Date of Project ongoing projects since 2005

Organization Ruddy Brothers, Inc.

Address 721 Airport Road

City, State, Zip North Aurora, IL 60542

Phone Number 630-897-8691

Contact Person Steve Ruddy

Date of Project ongoing projects since 2005

Bidder's Name: Arrow Plumbing & Heating Inc.

Signature & Date:   
Richard A. Browning 11/9/2016



Purchasing Division | Finance Department

Joan M. Schouten  
Director of Purchasing

CITY OF LIGHTS

THOMAS J. WEISNER  
Mayor

**CITY OF AURORA  
PURCHASE ORDER REQUIREMENT POLICY  
ACKNOWLEDGEMENT FORM**

I/we hereby acknowledge and will comply with the following *Purchase Order Requirement Policy* of the City of Aurora.

*All properly authorized purchases of the City of Aurora must be evidenced by the issuance of a purchase order. A city purchase order number must be reflected on a vendor's invoice in order to ensure that purchases are made by authorized individuals for appropriate municipal purposes.*

*Any invoice received by the City of Aurora which is not supported by a purchase order will not be accepted as a valid city obligation. The invoice will be returned to the vendor without the city processing it for payment. This policy does not restrict city employees from making purchases on behalf of the city government with a credit card.*

*Notwithstanding the above, a city employee may make emergency purchases during non-business hours (i.e., without a purchase order) when goods or services are "urgently and imminently necessary for the preservation of life, health, and property." Prior to allowing an emergency purchase on behalf of the city, a vendor must obtain authorization from a member of the city's Purchasing Division Staff:*

Purchasing Division 630-256-3550  
Joan Schouten 630-688-0245  
Jolene Coulter 708-846-8811

Company Name: Arrow Plumbing & Heating Inc.

Address: 835 S. Lake Street

City: Aurora State: IL Zip: 60506

Phone: 630-892-2627 Contact: Cindy Browning

Signature Richard A. Browning Date: 11/9/2016

Print Name: Richard A. Browning

If you desire to receive purchase orders electronically, please provide your email address below:

Email Address: cindy@arrowphinc.com

Invoices may be submitted to the city's Purchasing Division via email to: **PurchasingDL@aurora-il.org.**

City of Aurora, Purchasing Division  
44 East Downer Place  
Aurora, Illinois 60507  
Fax: 630-256-3559  
Email: PurchasingDL@aurora-il.org

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Arrow Plumbing &amp; Heating Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>835 S. Lake Street</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Aurora IL 60506</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																									
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Cynthia K. Browning</i>	Date ▶ <i>11/9/2016</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.