

Original

**CITY OF AURORA
INVITATION TO BID 15-55**

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. None.

***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

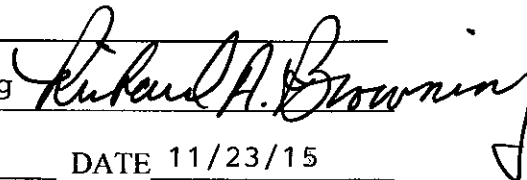
COMPANY Arrow Plumbing & Heating Inc.

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 11/23/15

EMAIL dick@arrowphinc.com

cindy@arrowphinc.com

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: \$132.00

Materials priced at cost plus mark-up percentage of: Twenty (20%) %

PROPOSAL SUBMITTED BY

COMPANY Arrow Plumbing & Heating Inc.

ADDRESS 835 S. Lake St.

CITY, STATE, ZIP Aurora IL 60506

PREPARER'S NAME Cindy Browning

CONTACT PERSON Dick Browning

AUTHORIZED SIGNATURE 

PHONE # (630) 892-2627 FAX # (630) 892-2752 DATE 11/23/15

EMAIL: dick@arrowphinc.com cindy@arrowphinc.com

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

THIS AGREEMENT, entered on this _____ day of _____, 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 Arrow Plumbing & Heating Inc. (“Contractor”), located at 835 S. Lake St., Aurora IL 60506.

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 _____, 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 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.

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 _____



**Illinois Department of
PUBLIC HEALTH**

EH119107

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE 09/30/2016	CATEGORY 6A	069-08-1975
ARROW PLUMBING & HEATING, INC. PLUMBING CONTRACTOR REGISTRATION		

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

RICHARD ALAN BROWNING

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

CITY OF AURORA
INVITATION TO BID 15-55
2016 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. 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 Arrow Plumbing & Heating Inc.

ADDRESS 835 S. Lake St.

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 11/23/15

TELEPHONE (630) 892-2627

Subscribed and Sworn to
Before me this 23rd day
of Nov., 2015

Cynthia Ann Browning
Notary Public
Official Seal
Cynthia Ann Browning
Notary Public
State of Illinois
My Commission Expires 9/2/2017

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 23rd day of November, 2015.

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
23rd day of Nov., 2015.

Cynthia Ann Browning
Notary Public



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

REFERENCES

(Please Type)
Organization Presence Mercy Medical Center
Address 1325 N. Highland Ave.
City, State, Zip Aurora IL 60506
Phone Number 630-859-2222
Contact Person Perry Soloman
Date of Project ongoing projects since 2010

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 Rd
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
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