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.

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 Jim Shank Plumbing, Inc.
ADDRESS 317 Webster St.
CITY, STATE, ZIP Montgomery, IL 60538
PREPARER'S NAME James E Shank
AUTHORIZED SIGNATURE
PHONE # (630) 918-1430
EMAIL shankplumbing@yahoo.com

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:	\$_	110.00	
Materials priced at cost plus mark-up percentage of:	:	20	%
PROPOSAL SUBMITTED) B	ВУ	
COMPANY Jim Shank Plumbing, Inc			
ADDRESS 317 Webster St.			
CITY, STATE, ZIP Montgomery, IL 60538		<u></u>	
PREPARER'S NAME James E Shank			
CONTACT PERSON James E Shank			
AUTHORIZED SIGNATURE			
PHONE # (630) 918-1430 FAX #() n/a		DATE_ 11/7/2015	
EMAIL: shankplumbing@yahoo.com			

2016 PLUMBING SERVICES

CONTRACT AGREEMENT

015 ("Effective Date") Illinois ("Services") i rporation, located at 4 ("Contractor") imbing Services for the
rporation, located at 4("Contractor")
("Contractor")
•
umbing Services for the
to the Invitation to Bides specified in the Bide and described in the
ntract to

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

1. <u>Contract Agreement Documents.</u> 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.** <u>Scope of Services.</u> Contractor shall perform the Services listed in the Scope of Services, attached hereto as <u>Exhibit 1</u>.
- 3. <u>Term.</u> 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.

Contract #15-55 Page 1 APPENDIX D

4. Compensation.

- a. Maximum Price. In accordance with the Contractor's Bid, the maximum price for providing the Services shall be \$______ 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
ATTEST:	Ву:
City Clerk	FOR
	Ву
ca Arr	CORPORATION A

(If a Corporation)	CORPORATE NAME Jim Shank Plumbing, Inc.				
(SEAL)	Ву	James E Shan	President – Contractor		
ATTEST: James E Shank Secretary	lle		-		
(If a Co-Partnership)					
			Partners doing Business under the firm		
			Contractor		
(If an Individual)	***		(SEAL)		
		Cor	(SEAL)		



EH119902

LICENSE, PERMIT, CERTIFICATION,

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

> Issued under the authority of the thinois Department of Public Health

EXPIRATION 09/30/2016

055-043297

JIM SHANK PLUMBING INC. PLUMBING CONTRACTOR REGISTRATION

JIM SHANK PLUMBING INC. 317 WEBSTER STREET **MONTGOMERY IL 60539**

JAMES EDGAR SHANK

Kane

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

PLUMBER LICENSE

PLUMBER ID 058-161795

Orig Issue Date 01/28/2002

EXPIRES 04/30/2016

JAMES EDGAR SHANK 317 WEBSTER ST MONTGOMERY, IL 60538 Sex: M Height 6' 4" Weight: 180 DOB: 06/09/1973

JAMES EDGAR SHANK 317 WEBSTER ST MONTGOMERY, IL 60538

This license issued under authority of the State of Illinois - Department of Public Health

If found return to 525 W. Jefferson Street Springfield, IL 62761

If you have any questions, please contact the Illinois Plumbing Program at (217) 524-0791.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/09/2015

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(les) 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).

PRODUCER				ormley, Jamie	Winner		
THEODORE H LARSON AGENCY			PHONE (A/C. No. Ext): 815-69	95-5173		5-695-5052	
7 E MAIN ST.			E-MAIL ADDRESS: tlarson@	thlarsonager	icy.com		
PO BOX 367		•	internal int	SURER(S) AFFOR	RDING COVERAGE	NAIC#	
NEWARK		IL 60541		d Mutual Insu			
INSURED			INSURER B :				
			INSURER C :				
Jim Shank Plumbing Inc.		•	INSURER D :			····	
317 Webster St.			INSURER E :			· · · · · · · · · · · · · · · · · · ·	
Montgomery		IL 60538	INSURER F :	*			
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CERTIFICATE OF LIABILITY INSURANCE

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2016 PLUMBING SERVICES

AFFIDAVIT OF COMPLIANCE

APPLICANT:	Jim Shank Plumbing, Inc
	NAME
	317 Webster St; Montgomery, IL 60538
	ADDRESS
	of entering into a contract with the City of Aurora, and under oath and penalty of sible termination of contract rights and debarment, the undersigned,
(Please Print or	Type) James E Shank
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:
	Jim Shank Plumbing, 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 Jim Shank Plumbing, Inc.
ADDRESS 317 Webster St.
CITY/STATE/ZIP CODE Montgomery, IL 60538
NAME OF CORPORATE/COMPANY OFFICIAL James E Shank PLEASE TYPE OR PRINT CLEARLY
TITLE President
AUTHORIZED OFFICIAL SIGNATURE
DATE 11/7/2015
TELEPHONE (630) 918-1430 Subscribed and Sworn to Before me this day
of lovernor, 2045 While Coolins Notary Public Notary Public

STATE OF ILLINOIS)	
)	SS
County of Kane)	

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 this7th	day of	November	, 2015.
		James E Sh	of Bidder's Executing Officer) nank c of Bidder's Executing Officer)
		President	(Title)
ATTEST/MITNESS: By President			
Subscribed and sworn to August August Notary Public			
(SEAL)	HELE COLLINS PUBLIC STATE OF ELL	NOIS	

2016 PLUMBING SERVICES

REFERENCES

(Please Type) Organization _	Budd Wormley Property Management		
Address _	70 W Washington St; P.O. Box 765		
City, State, Zip_	Oswego, IL 60543		
Phone Number_	(630) 554-8400		
Contact Person_	Budd Wormley		
Date of Project_	on going service work		
Organization _	George Pearce Company		
Address _	80 South Lincoln Ave		
City, State, Zip_	Aurora, IL 60506		
Phone Number_	(630) 897-0541		
Contact Person_	George Pearce		
Date of Project_	on going service work		
Organization _	Bill Wurst		
Address _	76 Red Fox Run		
City, State, Zip_	Montgomery, IL 60538		
Phone Number_	(630) 740-0823		
Contact Person_	Bill Wurst		
Date of Project_	on going service work	ne.	
Bidder's Name:	James E Shank		
Signature & Da	te:	11-7-2015	
	<i>(</i>)		

Page 1

Appendix F