

ORIGINAL

CITY OF AURORA
INVITATION TO BID 23-97
2024 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 Michels Plumbing, Inc

ADDRESS 225 Gale St.

CITY, STATE, ZIP Aurora, IL 60506

PREPARER'S NAME Matt Michels

AUTHORIZED SIGNATURE Matt Michels

PHONE # (630) 801-9700 FAX # (630) 801-1559 DATE 11/1/23

EMAIL info@michelsplumbing.com
matt@michelsplumbing.com

Bid Number 23-97

CITY OF AURORA
INVITATION TO BID 23-97

2024 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 Michels Plumbing, Inc

ADDRESS 225 Gale St.

CITY, STATE, ZIP Aurora, IL 60506

PREPARER'S NAME Matt Michels

CONTACT PERSON Matt Michels

AUTHORIZED SIGNATURE 

PHONE # (630) 801-9700 FAX # (630) 801-1559 DATE 11/1/23

EMAIL: info@michelsplumbing.com

matt@michelsplumbing.com



**Schedule of Prices
2024 Plumbing Services
Bid 23-97**

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

NO.	ITEM	UNIT	UNIT COST
1	Net Hourly Rate	HR	\$180*
2	3/4" Type K Copper	LF	\$10.51
3	1" Type K Copper	LF	\$13.86
4	3/4" Full Port Flared Curb Box	EA	\$225.75
5	1" Full Port Flared Curb Box	EA	\$304.44
6	3/4" CO ₂ Line Freeze	EA	\$109.65
7	1" CO ₂ Line Freeze	EA	\$109.65
8	3/4" Flare Copper to 3/4" Flare Copper Coupling	EA	\$52.02
9	3/4" Flare Copper to 1" Flare Copper Coupling	EA	\$76.97
10	1" Flare Copper to 1" Flare Copper Coupling	EA	\$91.02
11	5/8" Double Extra Strong Lead (XXS) or 3/4" Strong Lead (S) to 3/4" Flare Copper Lead-Pack Coupling	EA	\$151.87
12	3/4" XS to 3/4" Flare Copper Lead-Pack Coupling	EA	\$102.38
13	3/4" XXS to 3/4" Flare Copper Lead-Pack Coupling	EA	\$120.79
14	5/8" XXS or 3/4" S to 1" Flare Copper Lead-Pack Coupling	EA	\$151.87
15	3/4" XS to 1" Flare Copper Lead-Pack Coupling	EA	\$146.31
16	3/4" XXS to 1" Flare Copper Lead-Pack Coupling	EA	\$109.49
17	1" S to 1" Flare Copper Lead-Pack Coupling	EA	\$180.49
18	1" XS to 1" Flare Copper Lead-Pack Coupling	EA	\$128.75
19	1" XXS to 1" Flare Copper Lead-Pack Coupling	EA	\$162.77
20	Materials Not Listed at Cost Plus Mark-Up Percentage of:	%	20%

* see last page for overtime rates

**CITY OF AURORA
INVITATION TO BID 23-97**

2024 PLUMBING SERVICES

CONTRACT AGREEMENT

THIS AGREEMENT, entered on this _____ day of _____, 2023 ("Effective Date"), for the 2024 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 Michels Plumbing, Inc ("Contractor"), located at 225 Gale St, Aurora, IL 60506.

WHEREAS, the City issued an Invitation to Bid 23-97 2024 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 Michels Plumbing, 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 23-97 2024 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, 2024 through December 31, 2024, unless sooner term inated in accordance with the terms contained herein.

4. **Compensation.**

Bid Number 23-97

a. **Maximum Price.** In accordance with the Contractor's Bid, the maximum price for providing the Services shall be \$ 180* 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 to 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.

ATTEST:

City Clerk

(SEAL)

FOR CITY OF AURORA

By: _____

FOR _____

By _____

(CORPORATE SEAL)

(If a Corporation)

CORPORATE NAME Michels Plumbing, Inc.

Bid Number 23-97



By *Matthew*
President – Contractor

ATTEST:

Kathleen A Michels
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____(SEAL)
_____(SEAL)
Contractor



PLUMBER LICENSE

PLUMBER ID	Orig Issue Date	EXPIRES
058-197275	12/23/2014	04/30/2024

MATTHEW JOSEPH MICHELS
159 LEGRANDE BLVD.
AURORA, IL 60506

Sex: M Height: 6' 1" Weight: 175

DOB: 09/26/1984



MATTHEW JOSEPH MICHELS
159 LEGRANDE BLVD.
AURORA, IL 60506

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



Illinois Department of **PUBLIC HEALTH**

EH0199787

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 09/30/2024	CATEGORY 6A	I.D. NUMBER 055-007405
MICHELS PLUMBING, INC PLUMBING CONTRACTOR REGISTRATION		

MICHELS PLUMBING, INC
225 GALE STREET
AURORA IL 60506

MATTHEW JOSEPH MICHELS

07

Kane

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #EH-21-044

CERTIFICATE OF LIABILITY INSURANCE

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.

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.

PRODUCER: Konen Insurance Agency, Inc. 2570 Beverly Drive, Suite 100, Aurora, IL 60502. CONTACT NAME: Justin Frey, PHONE: 630 897-4239, E-MAIL ADDRESS: Justin@konen.com. INSURER(S) AFFORDING COVERAGE: Erie Insurance Exchange (NAIC # 26263), Erie Insurance Company of NY (NAIC # 31003).

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded:
Matthew Michels-EX, President
Andrew Michels-EX, Vice President
Katherine Michels-EX, Secretary
(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

Certificate holder information: City of Aurora, 77 S. Broadway Avenue, Aurora, IL 60507. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

DESCRIPTIONS (Continued from Page 1)

RE: Bid 23-97

City of Aurora is shown as an additional insured solely with respect to general liability coverage as evidenced herein on a primary non-contributory basis as required by written contract or agreement with respect to work performed by the named insured.

CITY OF AURORA
INVITATION TO BID 23-97

2024 PLUMBING SERVICES

AFFIDAVIT OF COMPLIANCE

APPLICANT: Michels Plumbing, Inc.
NAME

225 Gale 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) Matthew J. Michels

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:

Michels 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 State of Illinois Department of Labor.
- 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.
- H. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME Michels Plumbing, Inc

ADDRESS 225 Gale St

CITY/STATE/ZIP CODE Aurora, IL 60506

NAME OF CORPORATE/COMPANY OFFICIAL Matthew Michels
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE *Matthew Michels*

DATE 11/1/2023

TELEPHONE (630) 801-9700

FAX No. (630) 801-1559

E-MAIL ADDRESS info@michels
plumbing.com

Subscribed and Sworn to

Before me this 1 day

of November, 2023

Belinda Salas
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 this 1st day of NOVEMBER, 2023.

By *Matthew J. Michels*
(Signature of Bidder's Executing Officer)
Matthew J. Michels
(Print name of Bidder's Executing Officer)
President
(Title)

ATTEST/WITNESS:

By *Kathryn A. Michels*
Title Secretary

Subscribed and sworn to before me this 1 day of November, 2023

Belinda Salas
Notary Public
(SEAL)



CITY OF AURORA
INVITATION TO BID 23-97

2024 PLUMBING SERVICES

REFERENCE FORM

(Please Type)

Organization Association for Individual Development
Address 309 W. New Indian Trail
City, State, Zip Aurora, IL 60506
Phone Number 630-966-4012
Contact Person Andy Schiessl
Date of Project open P.O. for misc. work

Organization Dolan & Murphy
Address 765 Orchard Ave
City, State, Zip Aurora, IL 60506
Phone Number 630-801-8800
Contact Person Dan Dolan
Date of Project open P.O. for misc. work

Organization _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____
Date of Project _____

Bidder's Name: Michels Plumbing, Inc / Matthew J. Michels
Signature & Date: Matthew J. Michels 11/1/2023



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 O20-029 approved April 28, 2020.

- 1) Date Submitted: 11/1/23
2) Name of Business: Michels Plumbing, Inc
3) Address of Local Office: 225 Gale St.
4) City, State, Zip: Aurora, IL 60506
5) Company's Web Address: michelsplumbing.com
6) Phone: 630-801-9700 Fax: 630-801-1559
7) County your Local Business is Located In: Kane

Submitted By (Signature): [Signature]
Print Name and Title: Matthew J. Michels, President
Email Address: info@michelsplumbing.com

Sec. 2-110.-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.

Backup 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.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
(a) b.
(a) c.

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____



225 Gale Street
Aurora, Illinois 60506-5012
Phone: 630-801-9700
Fax: 630-801-1559

November 1, 2023

City of Aurora
Purchasing Division
44 E. Downer Pl.
Aurora, IL 60507

To Whom It May Concern:

Thank you for the opportunity to submit a bid for plumbing services. Our hourly rate will be \$180 per hour for 2024. Michels Plumbing is open from 7:30AM to 4PM, Monday through Friday. Beyond that time, our rate will be time and half or \$270 per hour. Saturday will be time and a half also. Sundays and holidays will be at double time rate of \$360.

Respectfully,

A handwritten signature in black ink that reads "Matthew J. Michels". The signature is fluid and cursive.

Matthew J. Michels
Michels Plumbing, Inc.