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

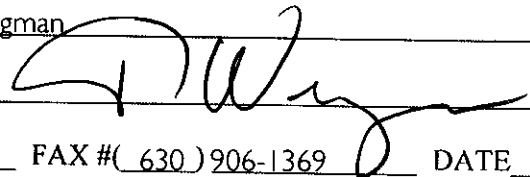
The proposer shall also include with his Bid Proposal a signed copy of the enclosed affidavit, contractor's tax certification form, as well as literature, samples, etc., as required within the Bid Proposal Specifications.

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. _____.

***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 R.J. O'Neil, Inc.
ADDRESS 1125 S. Lake Street
CITY, STATE, ZIP Montgomery, IL 60538
PREPARER'S NAME Tom Wegman
AUTHORIZED SIGNATURE 
PHONE # (630) 906-1300 FAX # (630) 906-1369 DATE 11/23/15
EMAIL tomw@rjoneil.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: \$ 135.00

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

PROPOSAL SUBMITTED BY

COMPANY RJ O'Neil, Inc

ADDRESS 1125 S. Lake Street

CITY, STATE, ZIP Montgomery, IL 60538

PREPARER'S NAME Tom Wegman

CONTACT PERSON Tom Wegman

AUTHORIZED SIGNATURE 

PHONE # (630) 906-1300 FAX # (630) 906-1369 DATE 11/23/15

EMAIL: tomw@rjoneil.com

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

THIS AGREEMENT, entered on this 1st day of January, 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 R.J. O'Neil, Inc. ("Contractor"), located at 1125 S. Lake Street, Montgomery, IL 60538.

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
R.J. O'Neil, 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 I.

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 _____

Original

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

EXHIBIT I

(INVITATION TO BID)

original



Illinois Department of
PUBLIC HEALTH EH120177

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

This 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
09/30/2016	6A	055-008429

**R J O'NEIL, INC.
PLUMBING CONTRACTOR
REGISTRATION**

R J O'NEIL, INC.
1125 S. LAKE STREET
MONTGOMERY, IL 60538-1258

JOHN DANIEL O'NEIL, JR.

07
Kate

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)
11/24/2014

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).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED R J O'NEIL INC 1125 S LAKE ST MONTGOMERY, IL 60538		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED SERVICE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 28304

COVERAGES **CERTIFICATE NUMBER: 138** **REVISION NUMBER: 0**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	9053681	12/31/2014	12/31/2015	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$100,000 MED EXP (Any one person): \$5,000 GENERAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000					
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						N	N	9053681	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION											N
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	N	9053683	12/31/2014	12/31/2015						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 224-299-8 CITY OF AURORA 44 E DOWNER PL AURORA, IL 60505-3302	CANCELLATION 138 0 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2015

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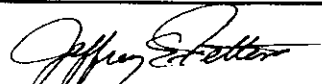
PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED R J O'NEIL INC 1125 S LAKE ST MONTGOMERY, IL 60538		224-299-8	INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED SERVICE INSURANCE COMPANY NAIC # 28304 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 138** **REVISION NUMBER: 0**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	9053681	12/31/2015	12/31/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	9053681	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	9053682	12/31/2015	12/31/2016	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	9053683	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$500,000 \$500,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 224-299-8 CITY OF AURORA 44 E DOWNER PL AURORA, IL 60505-3302	138 0	CANCELLATION 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 
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**CITY OF AURORA
INVITATION TO BID 15-55
2016 PLUMBING SERVICES
AFFIDAVIT OF COMPLIANCE**

APPLICANT: _____ R.J. O'Neil, Inc.
NAME

_____ 1125 S. Lake Street, Montgomery, IL 60538
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) _____ Dan O'Neil

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:

_____ R.J. O'Neil, 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.

original

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 R.J. O'Neil, Inc.

ADDRESS 1125 S. Lake Street

CITY/STATE/ZIP CODE Montgomery, IL 60538

NAME OF CORPORATE/COMPANY OFFICIAL Dan O'Neil
PLEASE TYPE OR PRINT CLEARLY

TITLE President

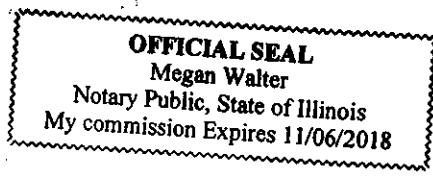
AUTHORIZED OFFICIAL SIGNATURE *[Signature]*

DATE 11/23/15

TELEPHONE (630) 906-1300

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

Megan Walter
Notary Public



original

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

REFERENCES

(Please Type)

Organization City of Aurora

Address 44 E. Downer Place

City, State, Zip Aurora, IL 60501

Phone Number 630-801-5230

Contact Person Joe Hopp

Date of Project ongoing

Organization Fox Valley Park District

Address 101 W. Illinois Avenue

City, State, Zip Aurora, IL 60506

Phone Number 630-897-0516

Contact Person Ray Nugent

Date of Project ongoing

Organization Fox Metro Water Reclamation District

Address 682 South Route 31

City, State, Zip Oswego, IL 60543

Phone Number 630-892-4378

Contact Person Christ Murphy

Date of Project ongoing

Bidder's Name: RJ O'Neil, Inc.

Signature & Date:  11/23/15