

" 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 MICHELS PLUMBING, INC.

ADDRESS 225 GALE ST.

CITY, STATE, ZIP AURORA, IL 60506

PREPARER'S NAME JOSEPH A. MICHELS

AUTHORIZED SIGNATURE *Joseph A. Michels*

PHONE # (630) 801-9700 FAX # (630) 801-1559 DATE 10-31-16

EMAIL joe@michelsplumbing.com

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

Bidder must submit an original bid response, marked as "original" and three (3) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

Please enclose the following with your Bid Proposal:

- |          |   |
|----------|---|
| <u>X</u> | Bid Proposal Cover Sheet ( <b>Appendix B</b> )  |
| <u>X</u> | Bid Proposal Form ( <b>Appendix C</b> )   |
| <u>X</u> | Contract for Plumbing Services ( <b>Appendix D</b> )  |
| <u>X</u> | Copy of current State Plumbing License from the State of IL ( <b>supplied by bidder</b> )   |
| <u>X</u> | Certificate of Insurance Listing City of Aurora as a Certificate Holder and reference this contract/Bid 16-47 ( <b>supplied by bidder</b> ) |
| <u>X</u> | Affidavit of Compliance ( <b>Appendix E</b> )   |
| <u>X</u> | Bidder's Certification ( <b>Page 1</b> )  |
| <u>X</u> | Bidder's Tax Certification ( <b>Page 2</b> )  |
| <u>X</u> | Reference Form ( <b>Appendix F</b> )  |
| <u>X</u> | Vendor Application Packet ( <b>Appendix G</b> )   |

**Please Note:**

**Bidder must be registered with the City of Aurora Building & Permits Division at time of bid proposal submittal.**

**CITY OF AURORA**  
**INVITATION TO BID 16-47**  
**2017 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: \$ 141.00

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

**PROPOSAL SUBMITTED BY**

COMPANY MICHELS PLUMBING, INC.

ADDRESS 225 GALE ST.

CITY, STATE, ZIP AURORA, IL 60506

PREPARER'S NAME JOSEPH A. MICHELS

CONTACT PERSON JOSEPH A. MICHELS

AUTHORIZED SIGNATURE *Joseph Michels*

PHONE # (630) 801-9700 FAX # (630) 801-1559 DATE 10-31-16

EMAIL: joe@michelsplumbing.com

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

**THIS AGREEMENT**, entered on this 31st day of Oct, 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 MICHELS PLUMBING, INC. ("Contractor"), located at 225 GALE ST. 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 JAN 1, 2017, 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 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.

★ SEE ATTACHED

a. **Maximum Price.** In accordance with the Contractor's Bid, the maximum price for providing the Services shall be \$ 141.00 ★ 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) appropriately 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 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 MICHELS PLUMBING, INC.

(SEAL)

By   
President - Contractor

ATTEST:

  
Secretary

(If a Co-Partnership)

\_\_\_\_\_  
\_\_\_\_\_

Partners doing Business under the firm

\_\_\_\_\_  
Contractor

(If an Individual)

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

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

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

**EXHIBIT 1**

**(INVITATION TO BID)**





**Illinois Department of PUBLIC HEALTH** EH0124943

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

**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	I.D. NUMBER
09/30/2017	6A	055-007405

**MICHELS PLUMBING, INC  
PLUMBING CONTRACTOR  
REGISTRATION**

09/30/2016

MICHELS PLUMBING, INC  
225 Gale St.  
Aurora IL 80506

MICHELS PLUMBING, INC  
225 Gale St.  
Aurora IL 60506

JOSEPH ARTHUR MICHELS

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

FEE RECEIPT NO.





**PLUMBER LICENSE**

PLUMBER ID	Orig Issue Date	EXPIRES
<b>058-100942</b>	<b>10/10/1979</b>	<b>04/30/2017</b>
JOSEPH ARTHUR MICHELS		
MICHELS PLBG 225 GALE STREE		
AURORA, IL 60506		
Sex: M Height: 6' 1" Weight: 205		
DOB: 02/07/1954		







# CERTIFICATE OF LIABILITY INSURANCE

MICHPL1

OP ID: SK

DATE (MM/DD/YYYY)

11/02/16

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).

<b>PRODUCER</b> VALLEY INSURANCE AGENCY, INC. P.O. Box 231 422 E. State St. Geneva, IL 60134 Valley Insurance Agency	<b>630-232-1640</b>	<b>CONTACT NAME:</b> Sally Kunze
		<b>PHONE (A/C, No, Ext):</b> 630-232-1640
		<b>E-MAIL ADDRESS:</b> sally@via-inc.com
		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> Society Insurance
		<b>INSURER B:</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**INSURED** Michels Plumbing Inc  
225 Gale St.  
Aurora, IL 60506

**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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <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	X	CBP 433224	06/14/16	06/14/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ INCL GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAP 433225	06/14/16	06/14/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$		UXL 476253	06/14/16	06/14/17	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC 407963	06/14/16	06/14/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: Bid 16-47

Additional Insured on General Liability: City of Aurora

<b>CERTIFICATE HOLDER</b>  <b>AURORA1</b>  City of Aurora 44 E. Downer Place Aurora, IL 60505	<b>CANCELLATION</b>  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 Valley Insurance Agency
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**CITY OF AURORA**  
**INVITATION TO BID 16-47**  
**2017 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) JOSEPH A. 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.

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

**EXHIBIT 2**

**(BID PROPOSAL FORM 16-47)**



**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 MICHELS PLUMBING, INC.

ADDRESS 225 GALE ST

CITY/STATE/ZIP CODE AURORA, IL 60506

NAME OF CORPORATE/COMPANY OFFICIAL JOSEPH A. MICHELS  
PLEASE TYPE OR PRINT CLEARLY

TITLE PRESIDENT

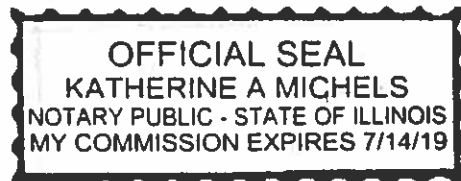
AUTHORIZED OFFICIAL SIGNATURE *Joseph A. Michels*

DATE 10-31-16

TELEPHONE (630) 801-9700

Subscribed and Sworn to  
Before me this 31 day  
of October, 2016

*Katherine A. Michels*  
Notary Public



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 31st day of OCT, 2016.

By *Joseph A. Michels*  
(Signature of Bidder's Executing Officer)  
JOSEPH A. MICHELS  
(Print name of Bidder's Executing Officer)  
PRESIDENT  
(Title)

ATTEST/WITNESS:

By *Susan K. Michels*  
Title *Secretary*

Subscribed and sworn to before me this  
31 day of October, 2016.

*Katherine A. Michels*  
Notary Public



## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>Michels Plumbing, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>225 Gale St.</b>		Requester's name and address (optional)
City, state, and ZIP code <b>Aurora, IL 60506</b>		<b>CITY OF AURORA, ILLINOIS 44 E. DOWNER PLACE AURORA, IL 60505</b>
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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 <i>How to get a TIN</i> on page 3.																				
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;"><b>Social security number</b></td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table>	<b>Social security number</b>																		
<b>Social security number</b>																				
<p><b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;"><b>Employer identification number</b></td></tr> <tr><td style="width: 20px; height: 20px;">3</td><td style="width: 20px; height: 20px;">6</td><td style="width: 20px; height: 20px;">-</td><td style="width: 20px; height: 20px;">3</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">7</td><td style="width: 20px; height: 20px;">6</td><td style="width: 20px; height: 20px;">6</td><td style="width: 20px; height: 20px;">7</td><td style="width: 20px; height: 20px;">1</td></tr> </table>	<b>Employer identification number</b>									3	6	-	3	0	7	6	6	7	1
<b>Employer identification number</b>																				
3	6	-	3	0	7	6	6	7	1											

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below).	
<p><b>Certification instructions.</b> 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 4.</p>	
<b>Sign Here</b>	Signature of U.S. person ▶ Date ▶ <b>10-31-16</b>

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



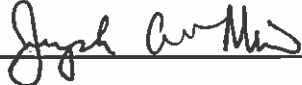
**CITY OF AURORA**  
**INVITATION TO BID 16-47**  
**2017 PLUMBING SERVICES**

**REFERENCES**

(Please Type)  
Organization VAN DUZOR CONSTRUCTION CO.  
Address 2212 ROCKWELL RD.  
City, State, Zip AURORA, IL 60506  
Phone Number 630-896-3387  
Contact Person SCOTT VAN DUZOR  
Date of Project MULTIPLE IN 2016

Organization ASSOCIATION FOR INDIVIDUAL DEVELOPMENT  
Address 309 W. NEW INDIAN TRAIL  
City, State, Zip AURORA, IL 60506  
Phone Number 630-966-4012  
Contact Person MICHAEL MILLER  
Date of Project OPEN P.O. FOR MISC WORK

Organization DART CONTAINER  
Address 310 EVER GREEN DR.  
City, State, Zip N. AURORA, IL 60542  
Phone Number 630-896-4631  
Contact Person CHUCK HIRD  
Date of Project OPEN P.O. FOR MISC WORK

Bidder's Name: MICHELS PLUMBING JOSEPH A. MICHELS  
Signature & Date:  10-31-16

## **APPENDIX G**

### **Kane County Prevailing Wage**

Please refer to the State of Illinois website for the current prevailing wage rates:

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>



PURCHASING DIVISION

44 East Downer Place  
Aurora, Illinois 60507

(630) 256-3550 (phone)  
(630) 256-3559 (fax)

VENDOR APPLICATION FORM

Please fill in all spaces, Insert "NA" in blocks not applicable.  
TYPE OR PRINT ALL ENTRIES.

Date: 10-31-16

COMPANY MICHELS PLUMBING, INC. HOW LONG IN PRESENT BUSINESS? 36 YEARS

ADDRESS 225 GALE ST. CITY AURORA STATE IL ZIP 60506

CONTACT PERSON JOE MICHELS PHONE AND EXTENSION 630-801-9700 FAX NUMBER 630-801-1559

EMAIL ADDRESS joe@michelsplumbing.com

TYPE OF ORGANIZATION (Check Applicable) If Incorporated, indicate in which State  
 Individual  Partnership  Corporation ILLINOIS

Year Established: 1980 Number of Employees working in Aurora: 8

CATEGORY (Check below the category which applies to the applicant)  
 (A) Manufacturer or Producer  (C) Retailer  (E) Distributor  
 (B) Wholesaler  (D) Manufacturer's Agent  (F) Service Establishment

TYPE OF PRODUCT/SERVICE REQUESTING TO BID ON: PLUMBING SERVICE

NAMES OF OFFICERS, MEMBERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.

(A) PRESIDENT JOSEPH A. MICHELS (B) VICE PRESIDENT ANDREW W. MICHELS

(C) SECRETARY SUSAN K. MICHELS (D) TREASURER MATTHEW J. MICHELS

(E) OWNERS OR PARTNERS JOSEPH A. MICHELS / SUSAN K. MICHELS

(F) IF (A) THRU (E) EMPLOYED BY STATE OR LOCAL GOVERNMENT STATE UNIT OF GOVERNMENT

TAXPAYER'S I.D. NO. FEIN 36-3076671  
or  
S.S. No. \_\_\_\_\_  
Completed W-9 Form required

INSURANCE INFORMATION (Check Applicable)  
LIABILITY INSURANCE:  \$1,000,000  \$2,000,000  \$5,000,000 Other  
Minimum acceptable limits are \$1M per occurrence, \$2M general aggregate (some projects/bids may also require higher limits and/or excess liability coverage).  
It is required that the City of Aurora be named as a primary, non-contributory additional insured.  
Insurance Co. SOCIETY INSURANCE  
Attach a copy of your current certificate of insurance

PERSON(S) AUTHORIZED TO SIGN QUOTES, PROPOSALS, BIDS AND CONTRACTS:

NAME	OFFICIAL CAPACITY
JOE MICHELS	PRESIDENT
MATT MICHELS	BUYER

**MINORITY/WOMEN/DISABLED BUSINESS**

The City of Aurora has established a Procurement Development Program designed to encourage city procurement from businesses owned by minorities, women, and disabled persons (MWDP).

Please enclose a current copy of your minority status certification from one of the below agencies with this application to register as a minority group member.

- Illinois Unified Certification Program
- Illinois Department of Central Management Services (CMS) Business Enterprise Program
- Illinois Department of Transportation
- Women's Business Development Center

**MINORITY GROUP MEMBER** Please check the applicable box(es).

NOTE: Do not complete this section unless you have attached a certification from one of the listed agencies.

Minority Business Enterprise      Women Business Enterprise      Disabled Business Enterprise

The City of Aurora also recognizes procurement actions with self-declared (non-certified) MWDP businesses. Please check the applicable box below.

- African American     Hispanic American     Native American     Asian-Pacific American  
 Women-Owned     Disabled

**References:** Please provide name, address and phone number of references.

1. WMF MEYER 1855 E. NEW YORK 630-851-4441
2. ILLCO 535 S. RIVER ST. 630-892-7904
3. M. COOPER SUPPLY 8605 SPRING LAKE 708-444-1600
4. \_\_\_\_\_
5. \_\_\_\_\_



Signature of Person Authorized to Sign this Application

JOSEPH A. MICHELS PRESIDENT

Name and Title of Person Signing (Type or Print)

**USE BY CITY OF AURORA ONLY**

<b>VENDOR NUMBER:</b>	<b>APPROVED BY:</b>	<b>DATE:</b>
<b>COMMODITY CODE:</b>	<b>MINORITY STATUS:</b>	





CITY OF LIGHTS

THOMAS J. WEISNER  
Mayor

Purchasing Division | Finance Department

Joan M. Schouten  
Director of Purchasing

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: MICHELS PLUMBING, INC.

Address: 225 GALE ST.

City: AURORA State: IL Zip: 60506

Phone: 630-801-9700 Contact: JOSEPH A. MICHELS

Signature *Joseph A. Michels* Date: 10-31-16

Print Name: JOSEPH A. MICHELS

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

Email Address: joe@michelsplumbing.com

Invoices may be submitted to the city's Purchasing Division via email to: [PurchasingDL@aurora-il.org](mailto: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](mailto:PurchasingDL@aurora-il.org)

**CITY OF AURORA  
Electronic Funds Transfer Agreement**

THE CITY OF AURORA (Purchaser) agrees to remit payment(s) to \_\_\_\_\_ (Seller) through electronic funds transfer (EFT) in accordance to the following terms and conditions:

1. This form is solely for authorization to remit payments via EFT in accordance with the National Automated Clearing House Association's Corporate Trade Payment Rules.
2. In order to ensure timely and accurate application of each EFT payment, you must submit your Bank Name, Account Name, Account Number, ABA Number, Account Type, and email for remittance notification.
3. The Purchaser will use Cash Concentration Disbursement (CCD) format to remit to the Seller's financial institution.
4. The Purchaser will provide email notification to the email address provided by Seller to help ensure each EFT submitted is accurately and promptly applied to the appropriate invoice(s).
5. Although submitting payment via EFT, Purchaser's payment terms will remain the same in accordance with the Illinois Local Government Prompt Payment Act, except that Purchaser shall not be liable for payments not made within the allotted time due to Seller's bank inability to receive EFT payments, including, without limitation, bank computer software/hardware related issues.
6. Any cash discount period shall extend to the date that the invoice is paid.
7. All EFT transactions will be for credit to City of Aurora account(s) only. Adjustments may be made against payments to compensate for payments made in error.
8. Either Purchaser or Seller may terminate the use of EFT by written notice to the other at least thirty (30) days before the desired termination date.
9. **Written notice to Purchaser shall be addressed to:** CITY OF AURORA PURCHASING  
44 E. Downer Place  
Aurora, IL 60507

**Written notice to Seller shall be addressed to Seller Contact Information provided below.**

10. **Seller Bank Information:** A voided check or bank documents showing the applicable bank name, routing number, account name and account number into which the funds are to be deposited is required. Deposit slips are not acceptable.

Email for remittance notification: \_\_\_\_\_

City of Aurora Account No. with your institution (if applicable): \_\_\_\_\_

**11. Seller Contact Information:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

If you are able to meet all of the EFT requirements and you would like to proceed with being set-up via EFT payment, please sign and date below.

**Agreed to:**

**Agreed to:**

\_\_\_\_\_  
(Seller - Company Name)

\_\_\_\_\_  
City of Aurora  
(Purchaser)

By \_\_\_\_\_  
(Signature)

By *Joan M. Schouten*  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Joan M. Schouten  
(Print Name)

Date \_\_\_\_\_

Date \_\_\_\_\_

For Purchasing Use Only	
Vendor No.	
Entered by:	

**NOTE:** Occasionally certain payments to the Seller may be used by the Purchaser to acquire reimbursements from a third party such as the Federal government. By signing this agreement, the Seller agrees, upon the Purchaser's request, to provide a notarized letter which is an acceptable proof of payment, noting the time of service, payment amount and project, if any.

**REQUIRED:** Please attach a voided check or bank documents showing the applicable bank name, routing number, account name and account number into which the funds are to be deposited. Deposit slips are not acceptable.



**CITY OF LIGHTS**

**Robert J. O'Connor**  
Mayor

**Purchasing Division | Finance Department**

**Joan M. Schouten, MBA CPIM CPPB**  
Director of Procurement

**DATE:** November 2, 2016  
**TO:** Prospective Bidders  
**FROM:** Joan M. Schouten, Director of Procurement  
**RE:** **CITY OF AURORA INVITATION TO BID 16-47 – Addendum #1**  
**2017 PLUMBING SERVICES**

This addendum forms a part of the Invitation to Bid 16-47: 2017 Plumbing Services for the Water and Sewer Division. All other information pertaining to the Invitation to Bid shall remain the same.

Bidder must submit an original bid response, marked as “original” and three (3) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. **Bid Proposals will be accepted until 2:00 pm, Wednesday, November 9, 2016 at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507.**

**Acknowledge receipt of this Addendum in space provided on the Bid Proposal Cover Sheet.** Bidders are hereby instructed to submit their proposal and acknowledge receipt of this addendum on the space provided. **Failure to do so may subject Bidder to disqualification.**

Responses/Clarifications to questions received by 5:00 pm, Tuesday, November 1, 2016:

1. In regards to the Vendor Application, if we are already set up as a Vendor and our Bank/Account information has not changed, do you still need a voided check attached to the rest of the paperwork I'm sending in on 11-09-16?

*If no information has changed from what we have in our system, you do not need to complete and return a Vendor Application form or voided check with your bid proposal.*

2. What is necessary to get back onto the plumbers list for the city?

Contact the Building and Permits Division directly at (630) 256-3130 to ensure your registration is current or if you are no longer a registered plumber with the City of Aurora, please complete the form found on the City's website at:

[https://www.aurora-il.org/documents/buildingpermits/reg\\_fireplumbingcontractor.pdf](https://www.aurora-il.org/documents/buildingpermits/reg_fireplumbingcontractor.pdf)



10/31/16

Thank you for the opportunity to submit a bid for work on Water Services. Our hourly rate will be \$141.00 per hour for 2017. Our hours are 7:30AM to 4:00PM, Monday through Friday. Beyond this time, our rate would be time and a half or \$211.50 per hour. Saturday and Sunday/Holidays would be at a double time rate of \$282.00

If there is any other information you need, let us know.

Respectfully,

MICHELS PLUMBING, INC.

Joseph A. Michels  
President

