

ORIGINAL

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

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

The undersigned proposer, having examined the specifications and other documents, hereby agrees to supply services as per the attached specifications and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

The undersigned acknowledges receipt of addenda Nos. _____.

***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 11/16/15

EMAIL joe@michelsplumbing.com

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

THIS AGREEMENT, entered on this 16th day of NOV, 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 MICHELS PLUMBING, INC. ("Contractor"), located at 225 GALE ST. AURORA, IL 60506.

WHEREAS, the City issued an Invitation to Bid 15-55 2016 Plumbing Services for the City of Aurora Water and Sewer Division, Aurora, IL; and

WHEREAS, the Contractor submitted a Bid Proposal in response to the Invitation to Bid and represents that it is ready, willing and able to perform the Services specified in the Bid Proposal and herein as well as any additional services agreed to and described in the Specifications; and

WHEREAS, on DEC 22, 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 15-55 2016 Plumbing Services

In connection with the Bid Proposal and this Agreement, Contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the Bid Proposal and this Agreement is truthful and correct. Contractor shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Contractor shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. **Term.** This Agreement shall be for a one-year term, commencing January 1, 2016 through December 31, 2016, unless sooner terminated in accordance with the terms contained herein.

If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)



**Illinois Department of
PUBLIC HEALTH**

EH111272

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE
09/30/2016

CATEGORY
6A

055-007405

**MICHELS PLUMBING, INC
PLUMBING CONTRACTOR
REGISTRATION**

**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 • 9/05



PLUMBER LICENSE

PLUMBER ID	Orig Issue Date	EXPIRES
058-100942	10/10/1979	04/30/2016
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

OP ID: SK

DATE (MM/DD/YYYY)

11/16/15

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 VALLEY INSURANCE AGENCY, INC. P.O. Box 231 422 E. State St. Geneva, IL 60134 Valley Insurance Agency		630-232-1640	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MICHPL1	FAX (A/C, No):
INSURED Michels Plumbing Inc 225 Gale St. Aurora, IL 60506		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Society Insurance		15261
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CBP433224	06/14/15	06/14/16	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			CAP433225	06/14/15	06/14/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS	\$						
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		UXL476253	06/14/15	06/14/16	EACH OCCURRENCE \$ 3,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WC407963	06/14/15	06/14/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Additional Insured: City of Aurora

CERTIFICATE HOLDER**CANCELLATION**

AURORA1 City of Aurora 44 E. Downer Place Aurora, IL 60507-2067	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 15-55
2016 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:

the 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 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 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 11/16/15

TELEPHONE (630) 801-9700

Subscribed and Sworn to
Before me this 16 day
of November, 2015

Katherine A. Michels
Notary Public



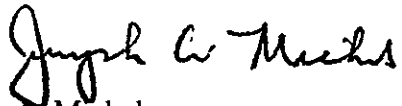
11/16/2015

We thank you for the opportunity to submit a bid for work on Water Services. Our hourly rate will be \$141.00 per hour for 2016. 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.

A handwritten signature in black ink that reads "Joseph A. Michels". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Joseph A. Michels
President