

Original

CITY OF AURORA
INVITATION TO BID 18-68
2019 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 MVP Plumbing Corp.

ADDRESS 1995 Aucutt Road

CITY, STATE, ZIP Montgomery, IL 60538

PREPARER'S NAME Tarra Jordan

AUTHORIZED SIGNATURE Matthew Ullis

PHONE # (630) 897-6000 FAX # (630) 897-6001 DATE 1-06-2018

EMAIL Tarra@mvpplumbing.com

APPENDIX B

CITY OF AURORA
INVITATION TO BID 18-68
2019 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 MVP Plumbing Corp.

ADDRESS 1995 Aucutt Road

CITY, STATE, ZIP Montgomery, IL 60538

PREPARER'S NAME Tarra Jordan

CONTACT PERSON Tarra Jordan

AUTHORIZED SIGNATURE _____

PHONE # (630) 897-6000 FAX #(630) 897-6001 DATE 11-06-2018

EMAIL: Tarra @mvpplumbing.com

CITY OF AURORA
INVITATION TO BID 18-68
2019 PLUMBING SERVICES
SPECIFICATIONS FOR BID

General

The City of Aurora, hereinafter ("City"), located in Kane, Dupage, Kendall and Will Counties, Illinois, is seeking proposals for the provision of professional services for maintaining and repairing water service pipe, curb box, curb cock, meters and valves from the water main to, and including, the water meter. These services do not include total replacement of water service due to inaccessibility, i.e. stoops, porches and/or slabs. The City desires to relieve property owners of expensive repairs to leaking water service lines. The City intends to enter into contract with a maximum of the twelve (12) most cost effective, qualified and responsible firms for such services, and accordingly, is furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Bid Proposal documents.

Contract

It is the express intent of the City to enter into a contract for plumbing services for property owner water service lines located in the City of Aurora. The contract is for a one-year term, for the period of January 1, 2019 thru December 31, 2019.

Proposal Delivery Procedures

Proposal shall be prepared on standard 8.5" x 11" letter-sized paper. All responses shall be typed legibly and shall be double-spaced or one and one-half spaced.

No proposals or materials will be returned to any potential Contractor. If a potential Contractor chooses to include material of a confidential nature in its proposal, such material should be clearly identified as confidential. The City will keep such information confidential to the extent permitted by law.

Sealed bid proposals, including a signed contract, shall be delivered to the office of the Purchasing Division, 44 East Downer Place, Aurora, Illinois 60507, no later than 2:00 p.m., Wednesday, November 14, 2018. Sealed envelopes should be clearly labeled "18-68 Bid Proposal for 2019 Plumbing Services" with the following information: Contractor's name and address, date and time of opening. 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.

Scope of Work

The Contractor's shall provide plumbing services for property owners in the City of Aurora. The service provided shall include maintaining and repairing water service pipe that is leaking, curb box, curb cock and valves.

The extent of all repairs shall be determined by the Superintendent or a designee of the Water and Sewer Maintenance Division.

Said services shall be provided by the Contractors with a 30 minute response time to the job site. The starting time begins when the Contractor arrives on the actual job site. The Contractor shall have parts stocked on plumber's vehicle.

The Contractor shall provide a 24 hour telephone number or pager, with a ten minute response answer, to which the Superintendent of the Water and Sewer Maintenance Division shall have access.

All Contractors selected and designated to provide plumbing services shall be listed on a roster to be kept by the Water and Sewer Maintenance Division. The maximum number of Contractors on said roster shall not exceed twelve (12) at any one time.

Contractors shall be contacted in the order of lowest rate to highest hourly rate. **Failure to respond in the required ten minute response time will result in the assignment being issued to the next Contractor listed on the roster.**

In the event plumbing charges from any one company are consistently higher than the average expenses for similar work, the city reserves the right to remove the company from the list.

The City of Aurora Water & Sewer Maintenance Division has adopted Water Service Repair Standard Operating Procedures (SOP). A copy of the SOP is included in Appendix A. The bidder shall become familiar with the SOP and be prepared to perform items 8 thru 13 when requested.

The contract shall be for one-term, for the period of January 1, 2019 thru December 31, 2019. The Contractor shall provide the services for the time listed as per the rotation schedule.

Equipment

The Contractor in the course of performing plumbing services furnishes and maintains their own supply of parts to be stocked on the Contractors truck. Parts shall be in compliance with the City Code.

In the absence of plumber's supplies and materials on hand as needed, the City reserves the right to furnish said supplies as necessary.

General Provisions

It is agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right, and the City reserves the right to grant to others the privilege and right to conduct plumbing services as needed.

The Contractor assures the City that an affirmative action program has been implemented as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the ground of race, creed, color, national origin or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures the City that no person shall be excluded base upon the foregoing grounds, from participating in or receiving the services or benefits of any program or activity covered by the foregoing Subpart. The Contractor assures the City that they will require that any of their sub-organizations will provide assurance to the Contractor that they too, will undertake affirmative action programs and that they will require assurance from any of their sub-organizations, as required by 14 CFR Part 152, Subpart E.

The Contractor agrees to furnish its services on a fair, equitable and not unjustly discriminatory basis to property owners requiring water line service, as assigned by the City of Aurora.

Terms

The Contract shall remain in effect for a period as specified in Section 1 - Scope of Work.

Compensation

The Contractor shall be paid as agreed upon within the terms of this Bid Proposal. Price shall be all inclusive. No additional cost will be paid by the City, which includes but is not limited to administrative charges, fuel charges, freight or handling charges and any other costs associated with providing the product or service unless specified directly on the Bid Proposal Form and approved by the City.

Compliance

It is agreed by both parties that the compensation provided for in this Contract is for work completed. Should duties not be performed per the provisions of this contract, the Superintendent of the Water and Sewer Maintenance Division has the discretion to withhold all or partial payment to the Contractor.

The Superintendent or Assistant Superintendent of the Water and Sewer Maintenance Division shall notify the Contractor, in writing, of any observed defaults in the performance of duties by the Contractor. Failure of the Superintendent or Assistant Superintendent of the Water and Sewer Maintenance Division to observe and/or notify the Contractor of a default does not absolve the Contractor of the default. Further, should all or partial payment for improper compliance with the provision of this Contract be withheld, a written explanation shall accompany the payment illustrating the default and the times of the default.

Status

The Contractor shall at all times be deemed to be an independent contractor and neither agents nor employees of the City of Aurora, nor entitled to any benefits occurring to City employees.

The Contractor assures the City that all employees performing plumbing services have all required training and licenses, as prescribed by law, for said services. The Contractor further agrees to abide by all State of Illinois procedures for rendering plumbing services.

Notices

For the purpose of official notices the following addresses shall be used:

CITY

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

cc: Superintendent of Water and Sewer Maintenance Division
Director of Purchasing

Bond, License Documentation

Bidder must be registered with the City Building and Permits Department **at the time of bid proposal submittal.**

A copy of Contractor's current State Plumber's License must be submitted in order for a proposal to be considered.

Award of Contract

Upon the concurrence of the Aurora City Council, the contract will be awarded to the lowest, responsive, responsible Contractors whose proposal will be on an overall basis most advantageous to the City. Price, conformance to specifications, and other performance factors will be considered as elements of a responsive responsible proposal at the sole discretion of the City.

The contract shall be for the period January 1, 2019 thru December 31, 2019. The Contractor shall provide the services for the time listed as per the rotation schedule.

Any bidder who owes the City money may be disqualified at the City's discretion.

General Instructions

1. Proposal Package

Specifications for plumbing services are included in this Bid Package. Each section is integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work.

It is intended that the specifications shall become part of a written and signed contract with the successful Contractor.

2. Format for Submissions

A properly-prepared proposal shall consist of all bid proposal forms and all the required information as listed in the checklist. The Bid Proposal cover sheet must be completed by an officer or employee having the authority to bind the Contractor by signature. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration.

All forms must be correctly filled-in, using ink or entered in typed form. Any erasers or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces.

3. Minimum Specifications, Deviations

Each specification included in this package describes the services which the City feels is necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Contractor. The specification is not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed and a justification shall be stated for such alternatives.

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with the specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations prior to reaching a decision on the awarding of a contract. The City shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality or service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

The Bid documents clearly identify certain issues where the City has left specification language open, or where the City will consider alternatives. In these areas the City is instead soliciting proposals for further consideration, and may include specification language in some form in this contract. However, the City reserves the right to determine which specification language will be included.

4. Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, and all other relevant matters pertaining to the service required to be provided under the enclosed specification, including, but not limited to, all other factors which would affect execution and completion of the work covered by this proposal.

5. Contractor Information

The Contractor shall furnish the following information:

- (a) A list of references for which the Contractor furnishes or has furnished plumbing services for a period of at least one year within the last three years. Use the form provided.
- (b) All items listed on the Checklist of Submittals.

Contractors should use supplemental sheets as necessary to supply information.

Special Provisions

1. Type K Copper

Type K copper pipe shall be supplied in the diameter and length as specified. The type K copper shall have a color code of green and shall be in accordance with ASTM B 88 & AWWA publication M-22 entitled, "Water Service Lines And Meters".

2. Curb Box

Type K copper pipe shall be supplied in the diameter and length as specified. The type K copper shall have a color code of green and shall be in accordance with ASTM B 88 & AWWA publication M-22 entitled, "Water Service Lines And Meters".

3. Water Service Couplings

All water service repair couplings shall be the model and manufacturer listed in the attached table below or an engineer approved equal. All connections to copper pipes shall utilize a flared fitting.

Water Service Coupling Models		
Part	Ford Meter Co.	A.Y. McDonald Mfg. Co.
3/4" Flare Copper to 3/4" Flare Copper Coupling	Q22-33-NL	74758 3/4"
3/4" Flare Copper to 1" Flare Copper Coupling	Q22-34-NL	74758 3/4"x1"
1" Flare Copper to 1" Flare Copper Coupling	Q22-44-NL	74758 1"
5/8" Double Extra Strong Lead (XXS) or 3/4" Strong Lead (S) to 3/4" Flare Copper Lead-Pack Coupling	Q12-33-Q32-23-NL	74758C-68 3/4"x5/8", 74758C-66 3/4"
3/4" XS to 3/4" Flare Copper Lead-Pack Coupling	Q22-33-NL	74758C-67 3/4"
3/4" XXS to 3/4" Flare Copper Lead-Pack Coupling	Q32-33-NL	74758C-68 3/4"
5/8" XXS or 3/4" S to 1" Flare Copper Lead-Pack Coupling	Q12-34-Q32-24-NL	74758C-68 1"x5/8", 74758C-66 1"x3/4"
3/4" XS to 1" Flare Copper Lead-Pack Coupling	Q22-34-NL	74758C-67 1"x3/4"
1" S to 1" Flare Copper Lead-Pack Coupling	Q12-44-NL	74758C-66 1"
1" XS to 1" Flare Copper Lead-Pack Coupling	Q22-44-NL	74758C-67 1"
1" XXS to 1" Flare Copper Lead-Pack Coupling	Q32-44-NL	74758C-68 1"

The City of Aurora Water & Sewer Maintenance Division has adopted Water Service Repair Standard Operating Procedures (SOP)

The purpose for this Standard Operating Procedure is to minimizing the introduction of sediment into the building's plumbing pipes and ensure that the water service is thoroughly flushed proceeding any repair activity.

1) Water & Sewer Maintenance Division

- a) Close the valve on the incoming side of the water meter.
- b) Give occupant a copy of the plumbing fixture flushing guidelines and information on lead service lines.
- c) Obtain signature on retained copy of flushing procedures.
- d) Excavate and carefully expose the water service at the location of the leak.

- e) Excavate a sump near the damaged portion of water service for dewatering purposes. Place open graded stone as necessary to facilitate dewatering the excavation.
- f) Adequately dewater the excavation to minimize the chances that water from the trench is introduced into the water service.
- g) If the repair is limited to the installation of a repair clamp on ductile iron services 2" or greater, proceed as follows:
 - i) Disinfect repair clamp and damaged portion of the water service with a 1% to 5% sodium hypochlorite (NaOCl) disinfecting solution immediately prior to assembly.
 - ii) Install repair clamp while service pipe is under pressure.
 - iii) Complete steps 9 through 15.

2) Plumbing Contractor

- a) If the repair requires removal of the curb stop or any portion of the water service piping proceed as follows:
 - i) If possible install clamps on either side of the damaged water service.
 - ii) Contact a licensed plumber from the Water and Sewer Division's current plumber's list.
 - iii) Ensure that the plumber has a copy of these standard operating procedures.
 - iv) Instruct the plumber to follow steps 9 through 13 below after all work necessary to repair the water service and or curb stop is complete.
- b) Remove water meter.
- c) Install flushing hose. Flushing hose should be a minimum of 3/4" diameter for service lines of 1" diameter or less. For service lines greater than 1" diameter use a flushing hose with a diameter at least as large as the existing piping.
- d) If possible route the flushing hose to an interior drain. Ensure that the drain has adequate capacity to receive the flushed water without backing up.
- e) Flush the service line for a minimum of 30 minutes.
- f) Replace water meter.

3) Water & Sewer Maintenance Division

- a) Backfill excavation.
- b) Contact meter shop to have meter re-sealed.

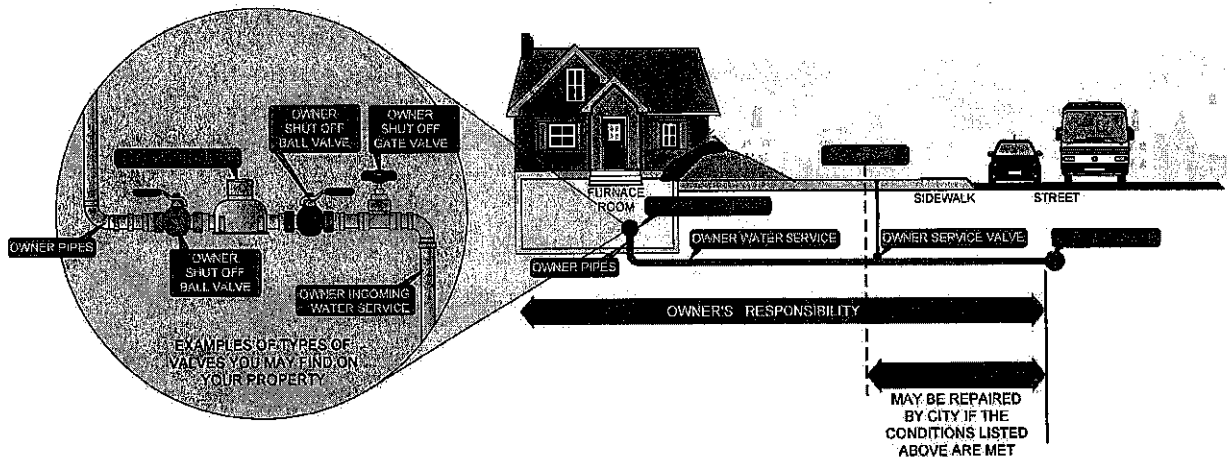
City of Aurora

WATER MAIN AND SERVICE LINES

In the City of Aurora, the Water and Sewer Maintenance Division is responsible for maintenance, repair and replacement of water mains. The water mains are pipes that bring water to multiple houses or businesses. They are typically located under or along the edge of a street. Water services are the pipes that connect an individual house or business to the water main. The Aurora City Code states the property owner is responsible for maintenance, repair and replacement of the water service, but allows the Water and Sewer Maintenance Division to repair a water service if all the following conditions are met:

- The water service is a domestic water service (not a fire protection service or a combined fire and domestic service);
- The repair is within the public right-of-way or a City easement; and
- The City has not previously repaired the water service more than twice.

Any maintenance or repair that does not meet these conditions is the responsibility of the property owner. Replacement of a water service is always the property owner's responsibility.



Sec. 48-16 of the Aurora City Code is attached for your reference. It describes more completely the responsibilities for water service maintenance, repair and replacement. If you have any questions about your responsibilities, please call the Water and Sewer Maintenance Division at 630-256-3510.



Schedule of Prices
2019 Plumbing Services
Bid 18-68

RETURN WITH BID:

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

NO.	ITEM	UNIT	UNIT COST
1	Net Hourly Rate	HR	135.00/hr
2	3/4" Type K Copper	LF	4.75/ft
3	1" Type K Copper	LF	5.65/ft
4	3/4" Full Port Flared Curb Box	EA	93.00
5	1" Full Port Flared Curb Box	EA	110.00
6	3/4" CO ₂ Line Freeze	EA	40.00
7	1" CO ₂ Line Freeze	EA	40.00
8	3/4" Flare Copper to 3/4" Flare Copper Coupling	EA	28.00
9	3/4" Flare Copper to 1" Flare Copper Coupling	EA	41.00
10	1" Flare Copper to 1" Flare Copper Coupling	EA	46.00
11	5/8" Double Extra Strong Lead (XXS) or 3/4" Strong Lead (S) to 3/4" Flare Copper Lead-Pack Coupling	EA	43.00
12	3/4" XS to 3/4" Flare Copper Lead-Pack Coupling	EA	54.00
13	3/4" XXS to 3/4" Flare Copper Lead-Pack Coupling	EA	63.00
14	5/8" XXS or 3/4" S to 1" Flare Copper Lead-Pack Coupling	EA	79.00
15	3/4" XS to 1" Flare Copper Lead-Pack Coupling	EA	77.00
16	3/4" XXS to 1" Flare Copper Lead-Pack Coupling	EA	94.00
17	1" S to 1" Flare Copper Lead-Pack Coupling	EA	94.00
18	1" XS to 1" Flare Copper Lead-Pack Coupling	EA	68.00
19	1" XXS to 1" Flare Copper Lead-Pack Coupling	EA	86.00
20	Materials Not Listed at Cost Plus Mark-Up Percentage of:	%	15%

CITY OF AURORA
INVITATION TO BID 18-68
2019 PLUMBING SERVICES
CONTRACT AGREEMENT

THIS AGREEMENT, entered on this 6th day of November, 2018 (“Effective Date”), for the 2019 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 MVP Plumbing Corp. (“Contractor”), located at 1995 Aucutt Rd., Montgomery, IL 60538.

WHEREAS, the City issued an Invitation to Bid 18-68 2019 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 MVP Plumbing Corp.

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 18-68 2019 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, 2019 through December 31, 2019, unless sooner terminated in accordance with the terms contained herein.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Contractor's Bid, the maximum price for providing the Services shall be \$ 270.00 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 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 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

(SEAL)

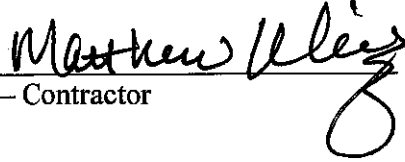
FOR MVP Plumbing Corp.

By Matthew Weisz 

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME MVP Plumbing Corp.

(SEAL)

By Matthew Weisz, President 
President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

Contractor (SEAL)

**CITY OF AURORA
INVITATION TO BID 18-68
2019 PLUMBING SERVICES**

EXHIBIT 1

(INVITATION TO BID)



Illinois Department of **PUBLIC HEALTH**

EHO143491

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 09/30/2010	CATEGORY 6A	ID NUMBER 055-020960
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**MVP PLUMBING CORP.
PLUMBING CONTRACTOR
REGISTRATION**

MVP PLUMBING CORP.
1995 Aucutt Road
Montgomery IL 60538

MATTHEW WEISZ

07

Kane

The face of this license has a colored background. Printed by Authority of the State of Illinois P.O. #5518654

CITY OF AURORA
INVITATION TO BID 18-68
2019 PLUMBING SERVICES
AFFIDAVIT OF COMPLIANCE

APPLICANT: MVP Plumbing Corp.
NAME

1995 Aucutt Road 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) Matthew Weisz

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:

MVP Plumbing Corp.
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. O18-054, adopted on June 26, 2018.
- 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 MVP Plumbing Corp

ADDRESS 1995 Aucutt Road

CITY/STATE/ZIP CODE Montgomery, IL. 60538

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

TITLE President

AUTHORIZED OFFICIAL SIGNATURE *Matthew Weisz*

DATE 11-06-2018

TELEPHONE (630) 897-6000

Subscribed and Sworn to
Before me this 6th day
of November, 2018

Tarra Jordan
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 6th day of November, 2018.

By Matthew Weisz
(Signature of Bidder's Executing Officer)

Matthew Weisz
(Print name of Bidder's Executing Officer)

President
(Title)

ATTEST/WITNESS:

By Jay Bell
Title Service Manager

Subscribed and sworn to before me this
6th day of November, 2018.

Tarra Jordan
Notary Public Tarra Jordan

(SEAL)

CITY OF AURORA
INVITATION TO BID 18-68
2019 PLUMBING SERVICES

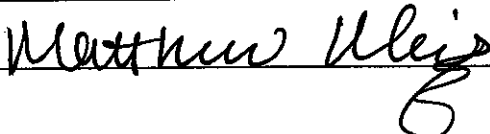
REFERENCES

(Please Type)
Organization Diamond Cut
Address 633 S. IL RT 83 Suite #7
City, State, Zip Elmhurst, IL 60126
Phone Number 630-279-9449
Contact Person Glen Rousch
Date of Project _____

Organization Falls Insulation
Address 7703 W. 99th Street
City, State, Zip Hickory Hills, IL 60457
Phone Number 708-599-4700
Contact Person Don Falls
Date of Project _____

Organization Meyer Company
Address 1855 E. New York Street
City, State, Zip Aurora, IL 60502
Phone Number 630-851-4441
Contact Person Dan Madsen
Date of Project _____

Bidder's Name: Matthew Weisz, President

Signature & Date:  11-06-2018



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 O18-070, approved August 28, 2018.

- 1) Date Submitted: November 6th 2018
- 2) Name of Business: MVP Plumbing Corp.
- 3) Address of Local Office: 1995 Aucutt Road
- 4) City, State, Zip: Montgomery, IL 60538
- 5) Company's Web Address: _____
- 6) Phone: 630-897-6000 Fax: 630-897-6001
- 7) County your Local Business is Located In: Kane

Submitted By (Signature): Matthew Weisz
 Print Name and Title: Matthew Weisz, President
 Email Address: Tarra@mvpplumbing.com

Sec. 2-410.-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.

*Back up 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.org

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

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

Date: _____

Approved: _____
 Letter Sent: _____

Denied: _____
 Initials: _____