

BIDDER'S CERTIFICATION

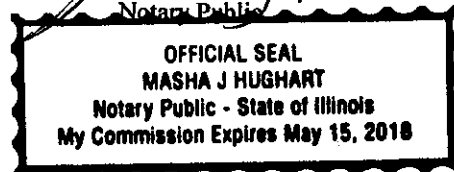
I/We hereby certify that:

- 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 Ross Mechanical Group, Inc.
ADDRESS P.O. Box 1478
CITY/STATE/ZIP CODE Aurora, IL 60507
NAME OF CORPORATE/COMPANY OFFICIAL Mel King
PLEASE TYPE OR PRINT CLEARLY
TITLE Secretary
AUTHORIZED OFFICIAL SIGNATURE Mel King
DATE 11/19/15
TELEPHONE (630) 636-9852

Subscribed and Sworn to
Before me this 19th day
of November, 2015

Masha J. Hughart
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 19th day of November, 2015.

By *Mel King*
(Signature of Bidder's Executing Officer)
Mel King
(Print name of Bidder's Executing Officer)
Secretary
(Title)

ATTEST/WITNESS:
By *Cynthia Chursig*
Title Office Mgr.

Subscribed and sworn to before me this
19th day of November 2015.

Masha J. Hughart
Notary Public MASHA J. HUGHART
Notary Public - State of Illinois
My Commission Expires May 15, 2018
(SEAL)

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. *NR* .

***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 *Ross Mechanical Group, Inc.*
ADDRESS *P.O. Box 1478*
CITY, STATE, ZIP *Aurora, IL 60507*
PREPARER'S NAME *Mel King*
AUTHORIZED SIGNATURE *Mel King*
PHONE # *(630) 636-9852* FAX # *(630) 636-9847* DATE *11/19/15*
EMAIL *rossmechgroup@gmail.com*

APPENDIX B

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

BID PROPOSAL FORM

The City of Aurora is accepting bid proposals for maintaining and repairing water service pipe, curb box, curb cock, and valves. The extent of all repairs will be determined by the Superintendent and or a designee of the Water and Sewer Maintenance Division. A contract has been prepared which illustrates the duties and responsibilities of the City and the Bidder for these services.

The undersigned acknowledges that with submission of a bid proposal that they have read and understand the terms and conditions of the contract to be offered. The bidder also acknowledges that they will comply with said provision should they be awarded the contract.

The City of Aurora reserves the right at any time and for any reason to cancel this Invitation to Bid, to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date set forth above. The City may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

The undersigned agrees to provide plumbing services, representing the City of Aurora, for the period specified in the contract:

NET hourly rate of: \$ 129.00

Materials priced at cost plus mark-up percentage of: 15% %

PROPOSAL SUBMITTED BY

COMPANY Ross Mechanical Group, Inc.

ADDRESS P.O. 1478

CITY, STATE, ZIP Aurora, IL. 60507

PREPARER'S NAME Mel King

CONTACT PERSON Cynthia Chrisop

AUTHORIZED SIGNATURE Mel King

PHONE # (630) 636-9852 FAX # (630) 636-9847 DATE 11/19/15

EMAIL: rossmechgroup@gmail.com

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

THIS AGREEMENT, entered on this _____ day of _____, 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 Ross Mechanical Group, Inc. ("Contractor"), located at 176 Harrison St., Oswego, Ill. 60543.

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

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

WHEREAS, on _____, the City's awarded a contract to Ross Mechanical Group, 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.

4. Compensation.

a. Maximum Price. In accordance with the Contractor's Bid, the maximum price for providing the Services shall be \$ 129.00 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) 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 Ross Mechanical Group, Inc.
By: _____



(If a Corporation)

CORPORATE NAME

Ross Mechanical Group, Inc.



By

[Signature]

President - Contractor

Illinois
ATTEST:

[Signature]

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____ (SEAL)

_____ (SEAL)
Contractor



Illinois Department of EH120846
PUBLIC HEALTH

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
09/30/2018	6A	055-043478
ROSS MECHANICAL GROUP, INC. PLUMBING CONTRACTOR REGISTRATION		

ROSS MECHANICAL GROUP, INC.
176 S. HARRISON
OSWEGO IL 60543

RYAN M. FRENCH

07

Kendall

The face of this license has a colored background. Printed by Authority of the State of Illinois - 9/05

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2016

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 Dan Borowiak Agency, Inc. 720 Heastrand Drive Suite D Sugar Grove IL 60564	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>CONTACT NAME: Marsha Hennig</td> </tr> <tr> <td>PHONE (AG, Ho, Ext): (630) 466-9900</td> </tr> <tr> <td>FAX (AG, Ho): (630) 466-8515</td> </tr> <tr> <td>E-MAIL ADDRESS: Dan@DanInsurance.com</td> </tr> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Pekin Insurance A+</td> </tr> <tr> <td>INSURER B:</td> </tr> <tr> <td>INSURER C:</td> </tr> <tr> <td>INSURER D:</td> </tr> <tr> <td>INSURER E:</td> </tr> <tr> <td>INSURER F:</td> </tr> </table>	CONTACT NAME: Marsha Hennig	PHONE (AG, Ho, Ext): (630) 466-9900	FAX (AG, Ho): (630) 466-8515	E-MAIL ADDRESS: Dan@DanInsurance.com	INSURER(S) AFFORDING COVERAGE	INSURER A: Pekin Insurance A+	INSURER B:	INSURER C:	INSURER D:	INSURER E:	INSURER F:
CONTACT NAME: Marsha Hennig												
PHONE (AG, Ho, Ext): (630) 466-9900												
FAX (AG, Ho): (630) 466-8515												
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INSURER B:												
INSURER C:												
INSURER D:												
INSURER E:												
INSURER F:												
INSURED Ross Mechanical Group Inc 176 S Harrison Street Oswego IL 60543												

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.

CLASS CODE	TYPE OF INSURANCE	ADDL SUBR (NRD, WDR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X X	3883101	09/09/2016	09/09/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY	X	3883101	09/09/2016	09/09/2016	COMBINED SINGLE LIMIT (Per accident)	\$
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person)	\$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$ 1,000,000
						PROPERTY DAMAGE (Per accident)	\$ 1,000,000
A							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	3883101	09/09/2016	09/09/2016	EACH OCCURRENCE	\$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS 60124							
		Y/N	N/A	3883101	09/09/2016	09/09/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured City of Aurora

CERTIFICATE HOLDER	CANCELLATION
City of Aurora 44 E Downer Place Aurora, IL 60506	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

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

APPLICANT: Ross Mechanical Group, Inc.
NAME
P.O. Box 1478 Aurora, IL 60507
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) Mel King

being first duly sworn on oath, deposes and states that he/she is:

Mel King (Secretary)
(the sole owner, a partner, a joint venturer, the President, the Secretary, etc.) of:
Ross Mechanical Group, 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 15-55
2016 PLUMBING SERVICES

REFERENCES

(Please Type) Organization West Aurora School Dist. 129

Address 80 S. River St.

City, State, Zip Aurora, IL. 60506

Phone Number 630-301-5629

Contact Person Leigh Jackson

Date of Project Ongoing

Organization Westell Technologies

Address 750 N. Commons Dr.

City, State, Zip Aurora, IL. 60504

Phone Number 630-898-3500

Contact Person Jay Lansman

Date of Project Ongoing

Organization Hollywood Casino

Address 49 W. Galena Blvd.

City, State, Zip Aurora, IL. 60506

Phone Number 630-801-7000

Contact Person Terry Mickels

Date of Project Ongoing

Bidder's Name: Mel King

Signature & Date: Mel King