



Request for Proposal 24-029

SUPPLEMENTAL SNOW REMOVAL SERVICES FOR THE CITY OF AURORA

PROPOSALS DUE

**Wednesday, April 3, 2024
at 2:00 p.m.**

**City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois**



Bond No. 6185733

Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we MONTGOMERY LANDSCAPING INC
21 BASSWOOD CT
BRISTOL, IL 60512

as Principal and Federated Mutual Insurance Company, a corporation, organized and existing under the laws of the State of Minnesota and having its principal place of business at 121 East Park Square, PO Box 328, Owatonna, MN 55060, as Surety, are held and firmly bound unto _____
CITY OF AURORA

ATTN: CITY CLERKS OFFICE 44 E DOWNER PLACE AURORA, IL 60506 as Obligee,
in the sum of ONE THOUSAND AND NO/100--

_____ Dollars (\$ 1,000.00)

for payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for BID NUMBER 24-029 - SUPPLEMENTAL SNOW REMOVAL SERVICES
FOR THE CITY OF AURORA

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with surety acceptable to the Obligee for the faithful performance of the said contract; or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 3RD day of APRIL, 2024

MONTGOMERY LANDSCAPING INC

(Principal)

BY: Dan Reths President
(Title)

Federated Mutual Insurance Company

BY: Shelly Rohwer
SHELLY ROHWER (attorney-in-fact)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

SHELLY ROHWER of the City of OWATONNA State
of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE THOUSAND DOLLARS (\$1,000) EACH

MONTGOMERY LANDSCAPING INC BRISTOL, IL

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

- 1) Employed by Federated Mutual Insurance Company or
- 2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 21st day of December, 2022.

FEDERATED MUTUAL INSURANCE COMPANY

BY Sean Pick
Executive Vice President

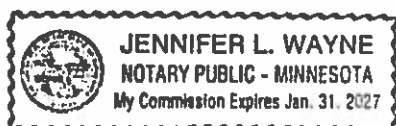
and BY Jonathan R. Hanson
Assistant Secretary

(SEAL)

STATE OF MINNESOTA
COUNTY OF STEELE

On this 21st day of December, 2022 personally appeared before me, the undersigned notary public, Sean G. Pick and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said Sean G. Pick and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)



Jennifer L. Wayne



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2024

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURED
MONTGOMERY LANDSCAPING, INC.
21 BASSWOOD CT
BRISTOL, IL 60512-9727

198-151-3

| INSURERS AFFORDING COVERAGE | | NAIC # |
|-----------------------------|------------------------------------|--------|
| INSURER A: | FEDERATED MUTUAL INSURANCE COMPANY | 13935 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 7

REVISION NUMBER: 1

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 TYPE | TYPE OF INSURANCE | ADOL INSR | ESUR WVO | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--------------|---|--------------|-------------|---------------|----------------------------|----------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | N | N | 1817827 | 10/01/2023 | 10/01/2024 | EACH OCCURRENCE \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 |
| | | | | | | | MED EXP (Any one person) EXCLUDED |
| | | | | | | | PERSONAL & ADV INJURY \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$2,000,000 |
| A | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | N | N | 1817827 | 10/01/2023 | 10/01/2024 | PRODUCTS & COMP/OP AGG \$2,000,000 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO | N | N | 1817827 | 10/01/2023 | 10/01/2024 | COMBINED SINGLE LIMIT (Per accident) \$1,000,000 |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per Person) |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per Accident) |
| | | | | | | | PROPERTY DAMAGE (Per Accident) |
| | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | N | N | 1817828 | 10/01/2023 | 10/01/2024 | EACH OCCURRENCE \$3,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$3,000,000 |
| | DED <input type="checkbox"/> RETENTION | | | | | | |
| | | | | | | | |
| | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | 1817829 | 10/01/2023 | 10/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | | | | | | | 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

198-151-3
CITY OF AURORA
720 N BROADWAY
AURORA, IL 60505-2131

7 1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael J. Zaver

PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of proposal 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 equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. 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.
- E. The Proposer is not barred from bidding on the Project, or entering into this Proposal 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.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Montgomery Landscaping Inc.

ADDRESS 21 Basswood Court

CITY/STATE/ZIP CODE Bristol IL 60512

NAME OF CORPORATE/COMPANY OFFICIAL Dan Retterer
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE Dan Retterer

DATE April 1, 2024

TELEPHONE (630) 554-2722

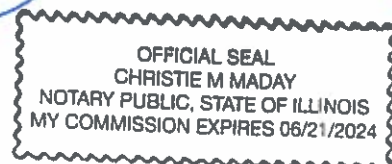
FAX No. (630) 554-0272

Subscribed and Sworn to

Before me this 1st day

of April, 2024

Christie M. Maday
Notary Public



STATE OF ILLINOIS)
)
County of Kane) ss.

PROPOSER’S TAX CERTIFICATION

(PROPOSER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from bidding 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 Proposer 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 1st day of April, 2024.

By Dan Retterer
(Signature of Proposer’s Executing Officer)

Dan Retterer
(Print name of Proposer’s Executing Officer)

President
(Title)

ATTEST/WITNESS:

By Dan Retterer
Title Secretary

Subscribed and sworn to before me this 1st day of April, 2024.

Christie M Maday
Notary Public



CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 24-029

SUPPLEMENTAL SNOW REMOVAL SERVICES

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 630-554-2722

To order service:

Name: Dan Retterer
Ph: 630-554-2722 Fax: 630-554-0272
E-mail: MLINC1@comcast.net

Billing & Invoicing question:

Name: Same as above
Ph: _____ Fax: _____
E-mail: _____

Questions:

Name: Same as above
Ph: _____ Fax: _____
E-mail: _____

Proposer's Name: Dan Retterer

Signature & Date:  April 1, 2024

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 24-029

SUPPLEMENTAL SNOW REMOVAL SERVICES

SUB-CONTRACTOR LIST

(Please Type)

Company NONE
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Company _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Company _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Proposer's Name: Dan R E t t e r e n

Signature & Date: Dan R E t t e r e n 4-1-24

SCHEDULE 1
Contractor Qualification Statement

The undersigned certifies under oath to the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted by: Dan Retterer

Name of Firm: Montgomery Landscaping Inc.

Address: 21 Basswood Court Bristol, IL

Check One: Corporation ☒
Partnership ☐
Individual ☐
Joint Venture ☐
Other (specify) ☐

Telephone: 630-554-2722

Fax: 630-554-0272

Years your organization has been in business? 43

Years the organization has been under its present name? 43

Under what other or former names has your organization operated?

None

If an individual or partnership, answer the following:

a. Date of organization: _____

b. Name and address of all partners (state if general or limited):

N/A

If other than a corporation or partnership, describe organization
Listing name and address of principals?

List the experience of the key individuals of your organization who
will managerially oversee this contract:

43 years snow plowing

List name(s) of Insurance Company and name and address of agent(s)

Federated Mutual Insurance Co.

P.O. Box 328 Owatonna, MN 55060

Jason Shofner

If a corporation, answer the following:
(if a division/subsidiary is submitting a proposal
items a-f apply to the parent corporation)

a. Date of incorporation: 1990

b. State of incorporation: IL

c. President's name: Dan Retterer

d. Vice President's name: Martin Kelley

e. Secretary's name: Deb Retterer

f. Treasurer's name: Deb Retterer

g. Division President or General Mangers' name:
(if applicable) N/A

List states and categories in which your organization is
legally qualified to do business. List states in which
Partnership or trade name is filed?

IL

List three trade references:

Martin Implement

JPC Mulch

Advanced Materials

List at least two bank references:

Bank of Montgomery

FNBO Bank

6pm

Dated at _____ this 1st day of April 2024
Page 1 Appendix D

Schedule 2
List of Illinois Municipalities Serviced

(Please Type)

Municipality City of Aurora

Address _____

City, State, Zip _____

Phone Number _____

Contact Person Tim Forbes

Date of Project On going - Last 24 plus years

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Proposer's Name: Dan Retterer

Signature & Date:  April 1, 2024

Schedule 3
List of Additional Available Vehicles/Equipment Not Listed

NONE

4x4 - Pick up \$152⁰⁰ per HR. (5)

Single Axle Dump \$160 PER HR. (2)

Tandem Axle Dump \$170⁰⁰ PER HR. (2)

End loader \$255⁰⁰ per HR. (7)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 24-029

SUPPLEMENTAL SNOW REMOVAL SERVICES

PROPOSAL FORM

Due Date & Time: 2:00 p.m. CST, Wednesday, April 3, 2024

**To: City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: Montgomery Landscaping Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other RFP documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the proposal documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the RFP.
 - A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Proposal, Instruction to Proposers and specifications.
 - B. For purposes of this offer, the terms Offeror, Proposer, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All proposal documents have been examined: Instructions to Proposer, Specifications and the following addenda:

No. X, No. X, No. X, (Vendor to acknowledge addenda here.)

Proposer's Name: Dan Retterer

Signature & Date:  April 1, 2024

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 24-029
SUPPLEMENTAL SNOW REMOVAL SERVICES

PROPOSAL FORM

The City of Aurora is accepting proposals to establish a list of eligible contractors to perform supplemental snow removal services, when directed by the Superintendent of Streets, or Designee, from streets that the City of Aurora maintains, on assigned routes, or from any other city owned or maintained properties as needed. An agreement has been prepared which illustrates the duties and responsibilities of the City and the Contractor for these services.

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

All prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base proposal price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposal at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible proposer 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 Supplemental Snow Removal Services, representing the City of Aurora, for the period specified in the contract:

SUBMITTED BY

COMPANY Montgomery Landscaping Inc.

ADDRESS 21 Basswood Court

CITY, STATE, ZIP Bristol IL 60512

PREPARER'S NAME Dan Retterer

Please Type

AUTHORIZED SIGNATURE  President
Title

EMAIL MLINC1@comcast.net

PHONE # (630) 554-2722 FAX # (630) 554-0272 DATE April 1, 2024

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 24-029
SUPPLEMENTAL SNOW REMOVAL SERVICES

PROPOSAL FORM

"AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade."

(If an Individual)

Signature of Proposer Dan Retterer (SEAL)

Business Address 5A Commerce Drive
Oswego IL 60543

(If a Co-partnership)

Firm name _____ (SEAL)

Signed by _____ (SEAL)

Business Address _____

Insert Names
and Addresses
of all Members
of the Firm

(If a Corporation)

Corporate Name Montgomery Landscaping INC.
Signed by Dan Retterer, President

Business Address 5A Commerce Drive
Oswego IL 60543

Insert (President) Dan Retterer

CORPORATE SEAL Names of (Secretary) Deb Retterer

Officers (Treasurer) Deb Retterer

ATTEST:

Deb Retterer
Secretary

(Note: Proposers should not add any conditions or qualifying statements to this proposal for the proposal may be declared irregular as being not responsive to the request for proposal.)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 24-029
SUPPLEMENTAL SNOW REMOVAL SERVICES

PROPOSAL FORM

Hourly Rates for Supplemental Snow Removal Services

The City of Aurora vehicle and equipment requirements (Including driver/operator):

2024/2025

| Vehicles/Equipment | QTY | Cost Per Hour Per Unit |
|--|----------|---------------------------|
| 5 Yard Dump Truck with 11 Foot Reversible Plow | <u>7</u> | <u>\$160.00</u> |
| Tandem Axle Dump Truck with 11 Foot Reversible Plow | <u>2</u> | <u>\$170.00</u> |
| Skid Steer with 10 Foot to 12 Foot Plow | <u>0</u> | <u>0</u> |
| Wheel End Loader with 10 Foot to 12 Foot Plow | <u>7</u> | <u>\$255.00</u> |
| 1 Ton Dump Truck with 8.6 Foot to 10 Foot Reversible Plow | <u>4</u> | <u>\$157.00</u> |
| 3/4 Ton Pick Up Truck with 8.6 Foot Reversible Plow | <u>4</u> | <u>\$152.00</u> |
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Proposer's Name: Dan Retterer

Signature & Date:  April 1, 2024

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 24-029
SUPPLEMENTAL SNOW REMOVAL SERVICES

PROPOSAL FORM

Hourly Rates for Supplemental Snow Removal Services

The City of Aurora minimum vehicle and equipment requirements (Including driver/operator):

2025/2026

| Vehicles/Equipment | QTY | Cost Per Hour Per Unit |
|--|----------|---------------------------|
| 5 Yard Dump Truck with 11 Foot Reversible Plow | <u>7</u> | \$160.00 |
| Tandem Axle Dump Truck with 11 Foot Reversible Plow | <u>2</u> | \$170.00 |
| Skid Steer with 10 Foot to 12 Foot Plow | <u>0</u> | 0 |
| Wheel End Loader with 10 Foot to 12 Foot Plow | <u>7</u> | \$255.00 |
| 1 Ton Dump Truck with 8.6 Foot to 10 Foot Reversible Plow | <u>4</u> | \$157.00 |
| 3/4 Ton Pick Up Truck with 8.6 Foot Reversible Plow | <u>4</u> | \$152.00 |
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Proposer's Name: Dan Retterer

Signature & Date:  April 1, 2024

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 24-029
SUPPLEMENTAL SNOW REMOVAL SERVICES

PROPOSAL FORM

Hourly Rates for Supplemental Snow Removal Services

The City of Aurora minimum vehicle and equipment requirements (Including driver/operator):

2026/2027

| Vehicles/Equipment | QTY | Cost Per Hour Per Unit |
|--|-----|---------------------------|
| 5 Yard Dump Truck with 11 Foot Reversible Plow | 7 | \$167.00 |
| Tandem Axle Dump Truck with 11 Foot Reversible Plow | 2 | \$175.00 |
| Skid Steer with 10 Foot to 12 Foot Plow | 0 | 0 |
| Wheel End Loader with 10 Foot to 12 Foot Plow | 7 | \$261.00 |
| 1 Ton Dump Truck with 8.6 Foot to 10 Foot Reversible Plow | 4 | \$164.00 |
| 3/4 Ton Pick Up Truck with 8.6 Foot Reversible Plow | 4 | \$158.00 |
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Proposer's Name: Dan Retterer

Signature & Date:  April, 1, 2024

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 24-029
SUPPLEMENTAL SNOW REMOVAL SERVICES

PROPOSAL FORM

Hourly Rates for Supplemental Snow Removal Services

The City of Aurora minimum vehicle and equipment requirements (Including driver/operator):

2027/2028

| Vehicles/Equipment | QTY | Cost Per Hour Per Unit |
|--|----------|---------------------------|
| 5 Yard Dump Truck with 11 Foot Reversible Plow | <u>7</u> | \$167.00 |
| Tandem Axle Dump Truck with 11 Foot Reversible Plow | <u>2</u> | \$175.00 |
| Skid Steer with 10 Foot to 12 Foot Plow | <u>0</u> | 0 |
| Wheel End Loader with 10 Foot to 12 Foot Plow | <u>7</u> | \$261.00 |
| 1 Ton Dump Truck with 8.6 Foot to 10 Foot Reversible Plow | <u>4</u> | \$164.00 |
| 3/4 Ton Pick Up Truck with 8.6 Foot Reversible Plow | <u>4</u> | \$158.00 |
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Proposer's Name: Dan Retterer

Signature & Date:  April, 1, 2024

**CITY OF AURORA AGREEMENT
SUPPLEMENTAL SNOW REMOVAL SERVICES
REQUEST FOR PROPOSAL 24-029**

THIS AGREEMENT, entered on this 1st day of April, 2024 ("Effective Date"), for the Supplemental Snow Removal Services for the City of Aurora ("Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Montgomery Landscaping Inc. ("Proposer"), located at 21 Basswood Court Bristol IL 60512.

WHEREAS, the City issued an Request for Proposal ("RFP") for the Supplemental Snow Removal Services for the City of Aurora, IL; and

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

WHEREAS, on April 1st, the City's awarded a contract to Proposer.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Proposer's response to the RFP, to the extent it is consistent with the terms of the RFP, 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.

Request for Proposal 24-029

In connection with the RFP and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the RFP and this Agreement is truthful and correct. Proposer 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.** Proposer shall perform the Services listed in the Instructions to Proposers and Proposal Specifications, attached hereto as Exhibit 1.

3. **Term.** The contract is for a period of two years beginning April 1, 2024, with additional two 1-year extensions, subject to mutual consent between the City of Aurora and the Proposer.

4. Compensation.

a. Maximum Price. In accordance with the RFP, the maximum price for providing the Services shall be in accordance to the Proposal Form. 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. Price shall remain firm for the entire contract period.

b. Schedule of Payment. The City shall pay the Proposer for the Services in accordance with the amounts set forth in Exhibit 2. The Proposer 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. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*)

5. Performance of Services.

Standard of Performance. Proposer 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. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that Proposer 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. Proposer 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 Proposer 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 Proposer from the responsibilities set forth herein.

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 Proposer 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 Proposer only for services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer 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 Proposer 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:

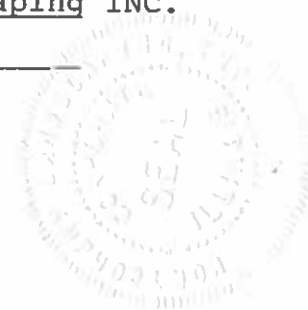
City Clerk

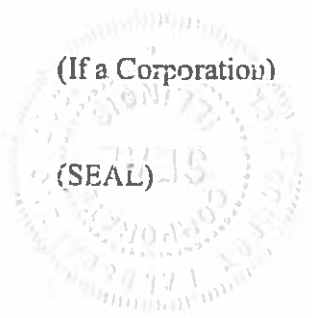
(SEAL)

FOR Montgomery Landscaping INC.

By Dan Retterer _____

(CORPORATE SEAL)





(If a Corporation)

CORPORATE NAME Montgomery Landscaping Inc.

(SEAL)

By Dan Retterer / Dan Retterer
President – Contractor

ATTEST:

Deb Retterer / Deb Retterer
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____ (SEAL)

_____ (SEAL)
Contractor