

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**BMO** Harris Bank

66652402

2/28/10

PAY One Thousand and 00/100\*\*\*\*\*

TO THE

DATE

AMOUNT

ORDER OF

THE CITY OF AURORA

03/01/2023

\$1,000.00

REMITTER

TOTAL PROPERTY MAN

MEMO

Authorized Signature



Drawer: BMO Harris Bank N.A. 29(04727)

BMO Harris Bank N.A., Chicago, IL

⑆66652402⑆ ⑆071000288⑆

288⑆791⑆7⑆

STATE OF ILLINOIS     )  
                                      )     ss.  
County of Kane         )

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 28 day of February, 2023.

By Maurice Brown  
(Signature of Bidder's Executing Officer)

Maurice Brown  
(Print name of Bidder's Executing Officer)

President  
(Title)

ATTEST/WITNESS:

By Maurice Brown

Title CEO

Subscribed and sworn to before me this  
28th day of February, 2023.

Notary Public

(SEAL)



## 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 equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILC'S 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 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.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Total Property Management Maintenance & Engineering Services LLC

ADDRESS 26535 S. Melissa Ct.

CITY/STATE/ZIP CODE Monee, IL 60449

NAME OF CORPORATE/COMPANY OFFICIAL Maurice Brown

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE *Maurice Brown*

DATE 2-28-2023

TELEPHONE ( 708 ) 323.5435

FAX No. (      )                     

Subscribed and Sworn to

Before me this 28 day

of February, 2023

Notary Public



**CITY OF AURORA**

**REFERENCES**

**23-11**

**PRIVATE PROPERTY MOWING FOR PROPERTY STANDARDS DIVISION**

**(Please Type)**

Organization Calumet City  
Address 204 Pulaski Rd  
City, State, Zip Calumet City IL 60409  
Phone Number 708.988.1327  
Contact Person Jay Embrey  
Date of Project May 2022-Nov 2022

Organization City of Joliet  
Address 150 W Jefferson  
City, State, Zip Joilet IL 60432  
Phone Number 815.530.4015  
Contact Person Gabriel Friend  
Date of Project Apr 2020-Nov 2020

Organization Brown Aviation, LLC  
Address 28261 S. Kedzie Ave  
City, State, Zip Monee, IL 60449  
Phone Number 708.536.8913  
Contact Person Kyla M. Shokunbi  
Date of Project April 2014-April 2022

Bidder's Name: Maurice Brown

Signature & Date:  2/20/23

## CITY OF AURORA AGREEMENT

23-17

### SENIOR AND DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM

**THIS AGREEMENT**, entered on this \_\_\_\_ day of \_\_\_\_\_ 2023 ("Effective Date"), for **Senior and Disability Services Senior Support Program** is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Total Property Management, located at 26535 S. Melissa Ct. Monee IL 60449.

**WHEREAS**, the City issued a Bid **Senior and Disability Services Senior Lawn Mowing Support Program**.

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

**WHEREAS**, on \_\_\_\_\_, the City's awarded a contract to Bidder.

**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, Bidder's response to the BID, to the extent it is consistent with the terms of the 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.

#### Invitation to Bid 23-17

In connection with the BID and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the BID and this Agreement is truthful and correct. Bidder 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.** Bidder shall perform the Services listed in the Scope of Services, attached hereto as Exhibit I.

3. **Term.** This Agreement will be for one (1) year, with optional two (2) one year extensions upon mutual agreement, commencing April 2023.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Bidder's BID, the maximum price for providing the Services shall be in accordance to the pricing on the bid 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.

b. **Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder 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 thirty (30) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice.

5. **Performance of Services.**

**Standard of Performance.** Bidder 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. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriately licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder 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 Bidder 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 Bidder from the responsibilities set forth herein.

Notwithstanding the foregoing, Bidder 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 Bidder 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 Bidder'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 Bidder 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 Bidder only for services performed up to the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder 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 Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

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

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

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

FOR CITY OF AURORA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation)      CORPORATE NAME \_\_\_\_\_

(SEAL)

By \_\_\_\_\_  
President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

\_\_\_\_\_  
Maurice Brown

\_\_\_\_\_  
Maurice Brown

\_\_\_\_\_  
Kyla M. Shokunbi

\_\_\_\_\_  
Partners doing Business under the firm

\_\_\_\_\_  
Total Property Management

\_\_\_\_\_  
Contractor

(If an Individual) \_\_\_\_\_ (SEAL)

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



**CITY OF AURORA**  
**SENIOR AND DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM**

**EXHIBIT 1**

(INVITATION TO BID 23-17)

**CITY OF AURORA**  
**SENIOR DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM**

**EXHIBIT 2**

**(BID PROPOSAL FORM 23-17)**

**BID PROPOSAL FORM**  
**BID 23-17**  
**SENIOR AND DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM**

I/WE propose to provide Private Property Mowing for Property Standards and the Senior Lawn Mowing Services per the bid specifications at the following unit prices. The City reserves the right to split the award of this bid to as many as (4) four contractors.

**2023 Services:**

Itemized Unit Price	
<b>Less than or equal to 10" Grass/Weed Cutting</b>	\$ <u>.10</u> per Square Yard
<b>Greater than 10" Grass/Weed Cutting (Including bagging if required)</b>	\$ <u>.12</u> per Square Yard
<b>Edging at obstructions</b>	\$ <u>.10</u> per Linear Foot
<b>Weeding in planting beds</b>	\$ <u>.10</u> per Square Yard

**2024 Services:**

Itemized Unit Price	
<b>Less than or equal to 10" Grass/Weed Cutting</b>	\$ <u>.10</u> per Square Yard
<b>Greater than 10" Grass/Weed Cutting (Including bagging if required)</b>	\$ <u>.12</u> per Square Yard
<b>Edging at obstructions</b>	\$ <u>.10</u> per Linear Foot
<b>Weeding in planting beds</b>	\$ <u>.10</u> per Square Yard

## **Total Property Management Weather Cancellation Policy**

TPM is subject to the weather and will try to reasonably perform work in rainy conditions if it does not damage the clients property and our equipment. In the event the weather is not conducive to perform service, TPM will cancel the weekly service and reschedule the work during the next cycle if weather permits at no charge.

If the client does not want service due to inclement weather in the forecast, TPM requires a minimum 24 hour notice to cancel/delay service to avoid a travel fee which will be billed at 50% of the agreed upon service rate.

# COMMERCIAL LIABILITY UMBRELLA SUPPLEMENTAL SCHEDULE OF UNDERLYING INSURANCE

<b>SCHEDULE OF UNDERLYING INSURANCE</b> (Show Company, Policy Number, Policy Period, Coverage, and Limits of Insurance)			
<b>Commercial Liability</b> <div style="float: right; text-align: right;"> <input checked="" type="checkbox"/> Occurrence      <input type="checkbox"/> Claims Made         </div>			
Company:	<u>COUNTRY MUTUAL INSURANCE COMPANY</u>		
Policy Number:	<u>AB 9091335</u>		
Policy Period:	<u>11/20/22 - 11/20/23</u>		
Retroactive Date:	<u></u>		
Hired and Non-owned	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included	
Limits:			
General Aggregate	\$	<u>2,000,000</u>	
Products-Completed Operations Aggregate	\$	<u>2,000,000</u>	
Personal And Advertising Injury	\$	<u>1,000,000</u>	
Each Occurrence	\$	<u>1,000,000</u>	
<b>Businessowners Liability</b>			
Company:	<u>NOT APPLICABLE</u>		
Policy Number:	<u></u>		
Policy Period:	<u>-</u>		
Liability and Medical Expenses/General Aggregate	\$	<u></u>	
Products-Completed Operations Aggregate	\$	<u></u>	
Each Occurrence	\$	<u></u>	
Hired and Non-owned	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included	
<b>Commercial Auto or Truckers Liability</b>			
Company:	<u>COUNTRY MUTUAL INSURANCE COMPANY</u>		
Policy Number:	<u>AB 9091335</u>		
Policy Period:	<u>11/20/22 - 11/20/23</u>		
Limits:			
Each Accident	\$	<u></u>	
Other	\$	<u></u>	
Combined Single Limits	\$	<u>1,000,000</u>	
<b>Employers Liability</b>			
Company:	<u>COUNTRY MUTUAL INSURANCE COMPANY</u>		
Policy Number:	<u>AW 2476360</u>		
Policy Period:	<u>11/20/22 - 11/20/23</u>		
Limits:			
Bodily Injury by Accident – Each Accident	\$	<u>1,000,000</u>	
Bodily Injury by Disease – Each Employee	\$	<u>1,000,000</u>	
Bodily Injury by Disease – Policy Limit	\$	<u>1,000,000</u>	

# COMMERCIAL LIABILITY UMBRELLA SUPPLEMENTAL SCHEDULE OF UNDERLYING INSURANCE

## SCHEDULE OF UNDERLYING INSURANCE

(Show Company, Policy Number, Policy Period, Coverage, and Limits of Insurance)

### Commercial Liability

☒

Occurrence

☐

Claims Made

Company: COUNTRY MUTUAL INSURANCE COMPANY

Policy Number: AB 9091335

Policy Period: 11/20/22 - 11/20/23

Retroactive Date: \_\_\_\_\_

Hired and Non-owned ☐ Included ☒ Not Included

#### Limits:

General Aggregate	\$	<u>2,000,000</u>
Products-Completed Operations Aggregate	\$	<u>2,000,000</u>
Personal And Advertising Injury	\$	<u>1,000,000</u>
Each Occurrence	\$	<u>1,000,000</u>

### Businessowners Liability

Company: NOT APPLICABLE

Policy Number: \_\_\_\_\_

Policy Period: -

Liability and Medical Expenses/General Aggregate	\$	_____
Products-Completed Operations Aggregate	\$	_____
Each Occurrence	\$	_____

Hired and Non-owned ☐ Included ☐ Not Included

### Commercial Auto or Truckers Liability

Company: COUNTRY MUTUAL INSURANCE COMPANY

Policy Number: AB 9091335

Policy Period: 11/20/22 - 11/20/23

#### Limits:

Each Accident	\$	_____
Other	\$	_____
Combined Single Limits	\$	<u>1,000,000</u>

### Employers Liability

Company: COUNTRY MUTUAL INSURANCE COMPANY

Policy Number: AW 2476360

Policy Period: 11/20/22 - 11/20/23

#### Limits:

Bodily Injury by Accident – Each Accident	\$	<u>1,000,000</u>
Bodily Injury by Disease – Each Employee	\$	<u>1,000,000</u>
Bodily Injury by Disease – Policy Limit	\$	<u>1,000,000</u>



ILLINOIS

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Janet L. Boyle, Director

December 27, 2021

Maurice Brown  
Total Property Management Maintenance & Engineering Services LLC  
26535 S. Melissa Court  
Monee, IL 60449-8953

Dear Business Owner:

Re: NCA Certification Approval Minority Business Enterprise (MBE)  
Certification Term Expires: June 1, 2023

Congratulations! After reviewing the No-Change Affidavit (NCA) information you submitted, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP) for Minorities, including Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above as long as you continue to submit annual No-Change Affidavits and are found to still meet the requirements of the Program.

Your firm's name will appear in the State's Directory as a certified vendor with the BEP in the specialty area(s) of:

**NIGP 67540: INSECTICIDES AND FUNGICIDES, DRY**  
**NIGP 67545: INSECTICIDES AND FUNGICIDES, LIQUID**  
**NIGP 67554: PESTICIDES**  
**NIGP 67584: WEED CONTROL BLANKETS, INCLUDING RECYCLED TYPES**  
**NIGP 67585: DRY FORMULATION HERBICIDES**  
**NIGP 67590: LIQUID FORMULATION HERBICIDES**  
**NIGP 91026: FURNACE MAINTENANCE AND REPAIR SERVICES**  
**NIGP 91078: WEATHERIZATION, WEATHER AND WATERPROOFING MAINTENANCE AND REPAIR SERVICES**  
**NIGP 91082: WIRING AND OTHER ELECTRICAL MAINTENANCE AND REPAIR SERVICES**  
**NIGP 92544: GENERAL CONSTRUCTION: MANAGEMENT, SCHEDULING, COST ESTIMATION ENGINEERING**

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on [www.opportunities.illinois.gov](http://www.opportunities.illinois.gov) and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the BEP. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez  
Certification Manager  
Business Enterprise Program