

4024

Landscaping LLC

rk St.
L 60560
Box204@yahoo.com



Old Second National Bank
630-892-0202
70-76/719



2/21/2023

\$ **1,000.00

DOLLARS

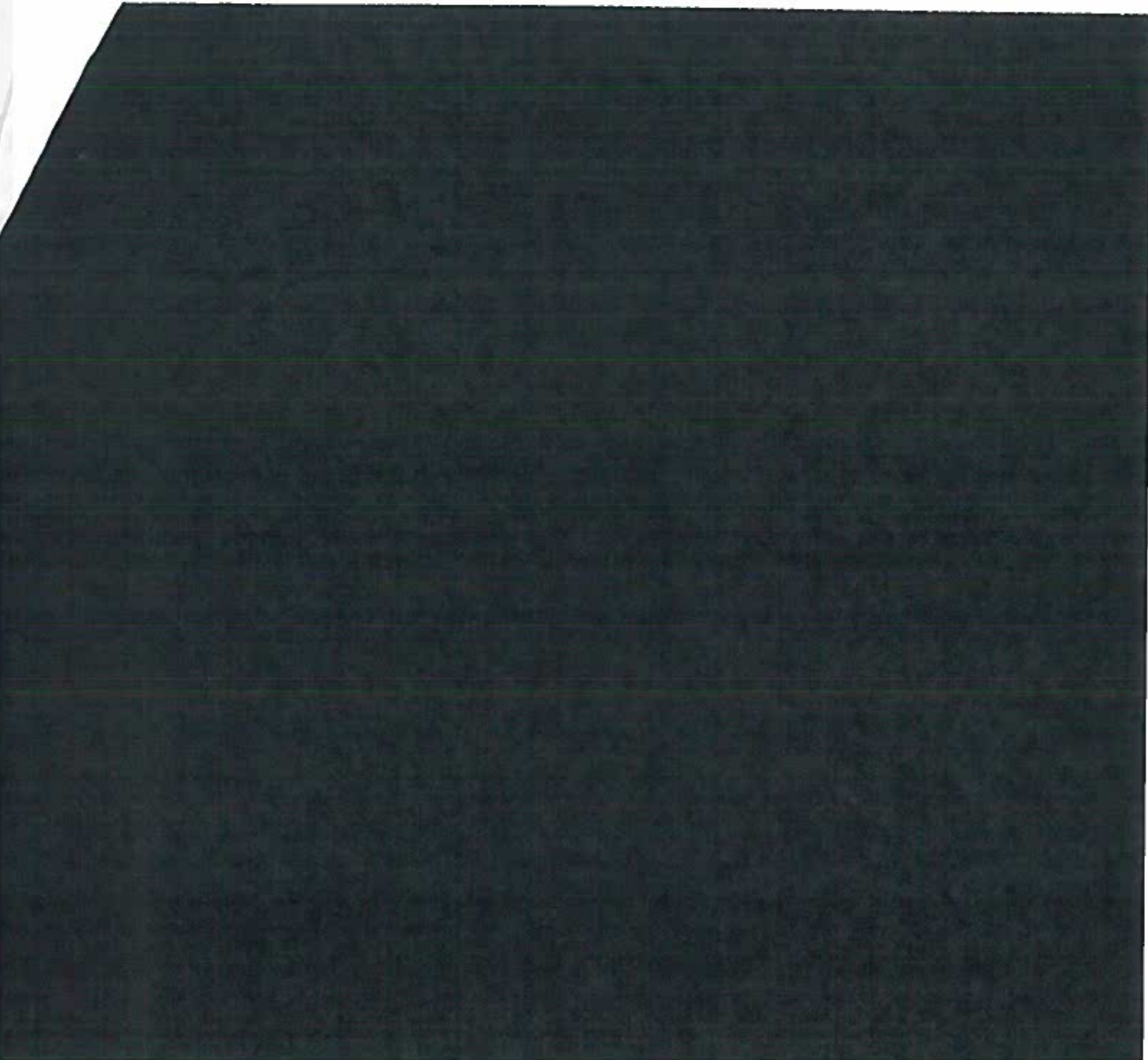
Cox Landscaping LLC

[Signature]
AUTHORIZED SIGNATURE

Security features. Details on back.



⑈004024⑈ ⑆071900760⑆1220⑈103⑈8143⑈



City of Aurora

Finance Department | Purchasing Division
44 E Downer Place | Aurora, Illinois & 60507
Phone: (630) 256-3550 | Fax: (630) 256-3559 | Web: www.aurora-il.org



DATE: February 16, 2023
TO: Prospective Bidders
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA INVITATION TO BID 23-10 – Addendum #1
DOWNTOWN MOWING LANDSCAPE MAINTENANCE**

This notice forms a part of the Invitation to Bid 23-10: Downtown Mowing Landscape Maintenance. All other information pertaining to this Invitation to Bid shall remain the same.

Bidder must submit an original bid response, marked as “original” and one (1) complete, sealed, signed and attested copy of the bid, and shall have provided all requested information and submitted all appropriate, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

Sealed Bids will be received at the City of Aurora, City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 p.m., Wednesday, February 22, 2023** to determine bids for the anticipated above named purchase. It is the sole responsibility of the Bidder to see that their Bid is received by the due date and time. No Late proposals will be accepted.

1. What is the actual start date (day) for the contract? The bid document states the work will commence April 2023 and does not give a specific date.

The start date will be April 17, 2023.

2. Also, what is the actual end date (month/day) of 2023 for the contract? There is no date listed in the bid document.

The end date is estimated to be Oct 31, 2023 but may end earlier or later at the determination of the City due to weather conditions and the need for lawn maintenance in late October or early November.

3. Is the Cost on the Bid Proposal per mow, week, year?

The Cost is for one mowing cycle. The mowing cycle is 1 time per week.

End of Addendum



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/22/2023

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 Insurance Counts PO Box 1031 Montgomery, IL 60538	CONTACT NAME: Joseph Keske PHONE (A/C, No, Ext): 630-688-2386 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Cox Landscaping, LLC 204 East Park Yorkville, IL 60538	NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG 22 92 - Snow Plow Coverage GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	BIP-008R218885	1-25-22	1-25-23	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	BA-008R219010	1-25-22	1-25-23	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>	X	CUP-008R396689	1-25-22	1-25-23	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	UB-008R218990	1-25-22	1-25-23

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

Additional Insured, non-contributory:
City of Aurora
44 E Downer Pl
Aurora, IL 60505

CERTIFICATE HOLDER City of Aurora 44 E Downer Pl Aurora, IL 60505	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 Joseph C. Keske
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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 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 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 Cox Landscaping LLC

ADDRESS 9000 US Route 34

CITY/STATE/ZIP CODE Yorkville, IL 60560

NAME OF CORPORATE/COMPANY OFFICIAL Mark Cox
PLEASE TYPE OR PRINT CLEARLY

TITLE Owner

AUTHORIZED OFFICIAL SIGNATURE Mark Cox

DATE 2/22/2023

TELEPHONE (630) 675-8664


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 21 day of February, 2023.

By 
(Bidder's Executing Officer)
Peter J. Thomas
(Name of Bidder's Executing Officer)
Project Manager
(Title)

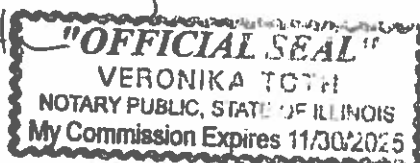
ATTEST/WITNESS:

By 
Title Assistant Branch Manager

Subscribed and sworn to before me this
21st day of February 2023.


Notary Public

(SEAL)



**CITY OF AURORA
BID 23-10
DOWNTOWN MOWING and LANDSCAPE MAINTENANCE**

**SUB-CONTRACTOR LIST
(Please Type)**

Company N/A
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Company N/A
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Company N/A
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Company N/A
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Bidder's Name: Mark Cox

Signature & Date: Mark Cox 2/22/2023

CITY OF AURORA
BID 23-10
DOWNTOWN MOWING and LANDSCAPE MAINTENANCE

REFERENCES
(Please Type)

Organization City of Aurora
Address 44 East Downer Place
City, State, Zip Aurora, IL 60505
Phone Number 630-256-3680
Contact Person Tim Forbes
Date of Project April 2022 - Present

Organization City of Aurora
Address 44 East Downer Place
City, State, Zip Aurora, IL 60505
Phone Number 630-256-3200
Contact Person Cassandra Armin
Date of Project April 2021 - Present

Organization The Village of Oswego
Address 100 Parkers Mill
City, State, Zip Oswego, IL 60543
Phone Number 630-330-3211
Contact Person Russ Garcia
Date of Project April 2021 - Present

Organization The Village of North Aurora
Address 25 East State Street
City, State, Zip North Aurora, IL 60542
Phone Number 630-897-8228 (ext. 331)
Contact Person Brian Richter
Date of Project 2016 - 2017

Bidder's Name: Mark Cox

Signature & Date: Mark Cox 2/22/2023

**CITY OF AURORA
BID 23-10
DOWNTOWN MOWING and LANDSCAPE MAINTENANCE**

CONTACT INFORMATION

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

Customer Service/General Information: Ph: 630-675-8664

To place an order:

Name: Mark Cox
Ph: 630-675-8664 Fax: N/A
E-mail: mcox@coxlandscapingllc.com o.

Billing & Invoicing question:

Name: Mark Cox
Ph: 630-675-8664 Fax: N/A
E-mail: mcox@coxlandscapingllc.com

Questions:

Name: Mark Cox
Ph: 630-675-8664 Fax: N/A
E-mail: mcox@coxlandscapingllc.com

Bidder's Name: Mark Cox

Signature & Date: Mark Cox 2/22/2023

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____ day of _____, 2023 ("Effective Date"), for Downtown Mowing and Landscape Maintenance is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Cox Landscaping LLC located at 9000 US Route 34 Yorkville, IL 60560.

WHEREAS, the City issued Invitation to Bid 23-10: Downtown Mowing and Landscape Maintenance; and

WHEREAS, the Bidder submitted a Bid 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 _____, 2023, 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 23-10

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 1.

3. **Term.** This Agreement will be for one year, with optional two (2) one year extensions beginning April 2023, and unless sooner terminated in accordance with the terms contained herein, ends upon completion of the Services and the end of each mowing season. The optional extensions are subject to mutual administrative consent between the City of Aurora and the Contractor.

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 for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt 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 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)

Partners doing Business under the firm

Contractor

(If an Individual)

Cox Landscaping LLC (SEAL)

Mark Cox (SEAL)
Contractor

**CITY OF AURORA
DOWNTOWN MOWING and LANDSCAPE MAINTENANCE**

EXHIBIT 1

(INVITATION TO BID 23-10)

Mar

**CITY OF AURORA
DOWNTOWN MOWING and LANDSCAPE MAINTENANCE**

EXHIBIT 2

(BID PROPOSAL FORM 23-10)

CITY OF AURORA
BID 23-10
DOWNTOWN MOWING and LANDSCAPE MAINTENANCE

BID PROPOSAL FORM

Bid Due Date & Time: **2:00 p.m. CST, Wednesday, February 22, 2023**

**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: Mark Cox -Owner of Cox Landscaping LLC

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Bid 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 bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.

A. The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.

B. For purposes of this offer, the terms Offeror, Bidder, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

No. 1, No. _____, No. _____, (Vendor to acknowledge addenda here.)

COMPANY Cox Landscaping LLC

ADDRESS 9000 US Route 34

CITY, STATE, ZIP Yorkville, IL 60560

PREPARER'S NAME Peter Thomas

Please Type

BID PERSON Mark Cox

Please Type

AUTHORIZED SIGNATURE Mark Cox

Owner

Title

EMAIL mcox@coxlandscapingllc.com

PHONE # (630) 675-8664 **FAX #** (N/A)

DATE 2/20/2023

CITY OF AURORA
BID 23-10
DOWNTOWN MOWING and LANDSCAPE MAINTENANCE

BID PROPOSAL FORM

I/WE propose to provide Downtown Mowing and Landscape Maintenance per the bid specifications at the net delivered price.

	2023	2024	2025
List A	\$ 370.00	\$ 370.00	\$ 390.00
List B	\$ 600.00	\$ 600.00	\$ 630.00
List C - Mulch	\$ 35.00	\$ 35.00	\$ 37.00
List C- Shrub & Edging	\$ 500.00	\$ 500.00	\$ 525.00
Grand Total (A+B)	\$ 970.00	\$ 970.00	\$ 1,020.00

Extra services to be charged at \$ 0.0125 /per square yard

No additional charges over total net bid price will be accepted without written approval of the Purchasing Director.

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. 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.

SUBMITTED BY

COMPANY Cox Landscaping LLC