

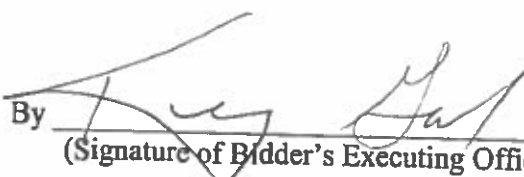
Nebraska  
STATE OF ~~ILLINOIS~~ )  
Cheyenne ) ss.  
County of ~~Kane~~ )

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 20 day of March, 2023

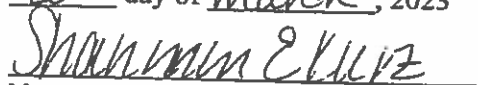
By   
(Signature of Bidder's Executing Officer)  
Kenny Gudahl  
(Print name of Bidder's Executing Officer)  
Business Development Manager  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this  
20th day of March, 2023

  
Notary Public



(SEAL)

**CITY OF AURORA AGREEMENT FOR  
DECORATIVE CONCRETE BARRIERS**

**THIS AGREEMENT**, entered on this 17 day of March, 2023 ("Effective Date"), for **DECORATIVE CONCRETE BARRIERS** ("Goods") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and ConServ Company ("Bidder"), located at 1003 Illinois St. Sidney, NE 69162.

**WHEREAS**, the City issued An Invitation to Bid for Decorative Concrete Barriers; and

**WHEREAS**, the Bidder submitted a Proposal in response to the BID and represents that it is ready, willing and able to provide the goods specified in the BID and herein as well as any additional goods 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 23-29**

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. **Goods.** Bidder shall provide the products as described in the Specifications.
3. **Term.** This contract is considered complete upon delivery of the Goods to the City.

#### **4. Compensation.**

a. **Maximum Price.** In accordance with the Bidder's BID, the maximum price for providing the Goods shall be in accordance to 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 the Bid Proposal Form. 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. 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.** 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)

Emil Assad

Laila Assad



ConServ Flag Company

Partners doing Business under the firm

ConServ Company

Contractor

(If an Individual)

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

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

Contractor

**CITY OF AURORA**  
**Decorative Concrete Barriers**

**EXHIBIT 1**

**(INVITATION TO BID 23-29)**

**CITY OF AURORA  
Decorative Concrete Barriers**

**EXHIBIT 2**

**(BID PROPOSAL FORM 23-29)**

CITY OF AURORA  
INVITATION TO BID 23-29

Decorative Concrete Barriers

CONTACT INFORMATION

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

Customer Service/General Information: Ph: (308) 254-4720

To order service:

Name: Laila Assad

Ph: (308) 254-4720

Fax: (308) 254-2419

E-mail: laila@conservflag.com conservflag@conservflag.com

Billing & Invoicing question:

Name: Randy Weiser

Ph: (308) 254-4720

Fax: (308) 254-2419

E-mail: conservflag@conservflag.com randy@conservflag.com

Questions:

Name: Laila Assad

Ph: (308) 254-4720

Fax: (308) 254-2419

E-mail: laila@conservflag.com conservflag@conservflag.com

Bidder's Name: Laila Assad

Signature & Date:



3/16/2023



CITY OF AURORA  
INVITATION TO BID 23-29

**Decorative Concrete Barriers**

**BID PROPOSAL FORM**

I/WE propose to furnish and deliver the goods identified below.

Item Description	Units	Quantity	Unit Price	Total Price
8' American Eagle Decorative Concrete Barriers	Each	110	1239.00	\$ 136,290.00

BID SUBMITTED BY

COMPANY ConServ Company

CITY OF AURORA  
INVITATION TO BID 23-29

Decorative Concrete Barriers

**BID PROPOSAL FORM**

All bid 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.

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.

BID SUBMITTED BY

COMPANY ConServ Company

ADDRESS 1003 Illinois St

CITY, STATE, ZIP Sidney, NE 69162

PREPARER'S NAME Kenny Gudahl

Please Type

CONTRACT PERSON Laila Assad

Please Type

AUTHORIZED SIGNATURE 

Vice President

Title

PHONE # (308) 254-4710

FAX # (308) 254-2419

DATE 3/16/2023

CONTACT EMAIL laila@conservflag.com conservflag@conservflag.com

## Reference List

State of Colorado DOT  
2829 W. Howard Place  
Denver, CO 80204  
Desiree Peterson  
(719) 580-2142  
[Desiree.peterson@state.co.us](mailto:Desiree.peterson@state.co.us)

State of Rhode Island  
Department of Administration  
Division of Purchasing  
One Capitol Hill  
Providence, RI 02908  
James Besel  
(401) 268-3088  
(770) 919-0058

City of Cheyenne  
2101 O'Neil Ave  
Cheyenne, WY 82001  
Purchasing  
(307) 637-6345