

**CITY OF AURORA BID 24-012
PARKS DIVISION PLAYGROUND MULCH
PURCHASE AND INSTALLATION**

SUBMITTAL CHECKLIST

Submit three bid proposals which must be placed in an envelope, sealed, and clearly marked on the outside: "Bid Proposal for 24-012 Parks Division Playground Mulch Purchase and Installation". In order to be considered responsive, the bidder must submit **all** of the following items in their sealed envelope:

- Bid Proposal Form - Appendix G
- Playground Locations - Exhibit A
- \$1,000 Bid Deposit
- Contract – Appendix F
- Bidder's Certification – Page 1
- Bidder's Tax Certification – Page 2
- Reference List – Appendix D
- Subcontractor List – Appendix C
- Contact List - Appendix E
- Local Preference Application – Appendix H (if applicable)

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.

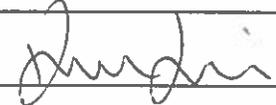
COMPANY NAME Northwest Snow & Timber Service, Ltd

ADDRESS Po Box 1296

CITY/STATE/ZIP CODE Arlington Heights IL 60006

NAME OF CORPORATE/COMPANY OFFICIAL Kevin Lavin
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE 

DATE 02/21/2024

TELEPHONE (847) 363 255

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 Feb, 2024.

By [Signature]
(Bidder's Executing Officer)

Kevin Lavin
(Name of Bidder's Executing Officer)

President
(Title)

ATTEST/WITNESS:

By [Signature]
Title Sunny

Subscribed and sworn to before me this 21 day of February 2024.

Notary Public

(SEAL)

Heidi J. Posada



EXHIBIT A
PLAYGROUND
LOCATIONS

CITY OF AURORA PLAYGROUND LOCATIONS		CUBIC YARDS
SOLFISBURG PARK, 500 N Ohio St		26.67
GARFIELD PARK, 825 Sheffer Rd		102.25
BISHOP WILLIAM H. BONNER PARK, 158 N Loucks St		31.11
FREEDOM PARK, 797 Spring St.		30.42
MARIE WILKINSON PARK, 9 N Loucks		42.22
CLYDE PENSON MEMORIAL PARK, 536 E New York St		29.49
LINCOLN AVENUE PARK, 231 N Lincoln Ave		45.37
WILLIAM V PLUM PARK, 337 Plum St		37.48
MARSHALL BLVD, 1398 Marshall Blvd		37.33
	PLAYGROUNDS AT PHILLIPS PARK	
MAIN PLAYGROUND, THREE AREAS (RED ON MAP)		
	AREA 1 – Kiddie Swings	36.54
	AREA 2 – Main Playground	51.85
	AREA 3 - Swings	28.78
		85
MASTONDON ISLAND PLAYGROUND (BLUE ON MAP)		
WEST REC PLAYGROUND, 740 Parker Ave		87.31
	GRAND TOTAL	671.82

Phillips Park playgrounds 2024



1/30/2024, 9:40:29 AM

1:2,257



- Centerlines
- City Limits
- Batavia
- City of Aurora
- Montgomery
- Naperville
- North Aurora
- Oswego
- Sugar Grove
- Unincorporated
- Warrenville
- Yorkville
- Fox River
- Parcels
- COA Owned Parcels

County of Wal, Kane County, IL/Esri/View, Massar, Microsoft, The City of Aurora GIS and Engineering Department

**CITY OF AURORA
BID 24-012
PARKS DIVISION PLAYGROUND MULCH
PURCHASE AND INSTALLATION**

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

Company N/A
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 _____

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

Bidder's Name: Northwest Snow & Timber Service, Ltd.

Signature & Date: [Signature] 02/21/2024

CITY OF AURORA
BID 24-012
PARKS DIVISION PLAYGROUND MULCH
PURCHASE AND INSTALLATION

REFERENCES

Must include references from similar projects in size and scope including the capability of blowing
in mulch at Playground Sites

(Please Type)

Organization Homer Industries
Address 13920 Archer Ave.
City, State, Zip Lockport IL 60441
Phone Number 815 838 0803
Contact Person Todd Mehn
Date of Project Various

Organization Devey Resource Group
Address 569 Park Rd Dr.
City, State, Zip East Dundee IL 60018
Phone Number 847 400 0183
Contact Person W. Conn
Date of Project July 2023

Organization U.S. Arbor
Address 389 Miles Army
City, State, Zip Bartlett IL 60103
Phone Number 630-870-1002
Contact Person Dan Kellogg
Date of Project Various

Organization Scott Byron & Company
Address 30088 Skokie Hwy
City, State, Zip Lock Bluff IL 60044
Phone Number 847-681-0266
Contact Person Mike Fitzpatrick
Date of Project July 2023

Bidder's Name: Northwest Snow & Timber Service Ltd.

Signature & Date: [Signature] 2/21/2024

**CITY OF AURORA
BID 24-012
PARKS DIVISION PLAYGROUND MULCH
PURCHASE AND INSTALLATION
CONTACT INFORMATION**

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

Customer Service/General Information: Ph: 847-778-4998

To place an order:

Name: Kevin Lavin
Ph: 847-778-4998 Fax: _____
E-mail: KLavin@NWSTcorp.com

Billing & Invoicing question:

Name: Kevin Lavin
Ph: 847-778-4998 Fax: _____
E-mail: KLavin@NWSTcorp.com

Questions:

Name: Kevin Lavin
Ph: 847-778-4998 Fax: _____
E-mail: KLavin@NWSTcorp.com

Bidder's Name: Northwest Snow & Timber Service, Ltd.

Signature & Date:  02/21/2024

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this 21 day of Feb, 2024 ("Effective Date"), for Parks Division Playground Mulch Purchase and Installation is entered into between the CITY OF AURORA ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Northwest Saw & Timber Service Ltd. located at Po Box 12914.
Arington Heights Illinois

WHEREAS, the City issued Invitation to Bid 24-012: Parks Division Playground Mulch Purchase and Installation; 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 Feb 21, 2024, 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 24-012

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 2024, 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) 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. 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 Northwest Snow & Timber Service, Ltd.

(SEAL)

By [Signature]
President – Contractor

ATTEST:

[Signature]
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____ (SEAL)

_____ (SEAL)
Contractor

**CITY OF AURORA
PARKS DIVISION PLAYGROUND MULCH
PURCHASE AND INSTALLATION**

EXHIBIT 1

(INVITATION TO BID 24-012)

**CITY OF AURORA
PARKS DIVISION PLAYGROUND MULCH
PURCHASE AND INSTALLATION**

EXHIBIT 2

(BID PROPOSAL FORM 24-012)

**CITY OF AURORA
BID 24-012
PARKS DIVISION PLAYGROUND MULCH
PURCHASE AND INSTALLATION
BID PROPOSAL FORM**

Bid Due Date & Time: 2:00 pm CST, Wednesday, February 21, 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: Kevin Lavin

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 Northwest snow & Timber Service, Ltd.

ADDRESS Po Box 1296

CITY, STATE, ZIP Arlington Heights IL 60004

PREPARER'S NAME Kevin Lavin
Please Type

BID PERSON Kevin Lavin
Please Type

AUTHORIZED SIGNATURE [Signature] President
Title

EMAIL KLavin@NWSTCorp.com

PHONE # (811) 303 2155 FAX # () DATE 02/21/2024

**CITY OF AURORA
 BID 24-012
 PARKS DIVISION PLAYGROUND MULCH
 PURCHASE AND INSTALLATION**

BID PROPOSAL FORM

I/WE propose to provide Parks Division Playground Mulch Purchase and Installation per the bid specifications at the net delivered price. **Price per Cubic Yard should include all applicable fees including delivery, labor, material, equipment, installation, etc.**

Year	# of Units*	Unit of Measure	Cost per Cubic Yard	Sub-Total
2024	672	Cubic Yard	\$ 29.99	\$ 20,153.28
2025	672	Cubic Yard	\$ 29.00	\$ 19,488.00
2026	672	Cubic Yard	\$ 28.50	\$ 19,152.00

***The City anticipates an approximate amount of 672 Cubic Yards of mulch will be needed for delivery and installation this year. The actual amount may vary from year to year. Invoices should reflect the actual amount of mulch delivered at the cost per cubic yard provided in the table above.**

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 Northwest Snow & Timber Service, Ltd.

APPENDIX H

LOCAL PREFERENCE APPLICATION



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: _____
- 2) Name of Business: _____
- 3) Address of Local Office: _____
- 4) City, State, Zip: _____
- 5) Company's Web Address: _____
- 6) Phone: _____ Fax: _____
- 7) County your Local Business is Located In: _____

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

Sec. 2-410.-Prequalification: local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____

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 14, 2024
TO: Prospective Bidders
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA INVITATION TO BID 24-012 – Addendum
#1 PARKS DIVISION PLAYGROUND MULCH PURCHASE
AND INSTALLATION**

This notice forms a part of the Invitation to Bid 24-012: Parks Division Playground Mulch Purchase and Installation. All other information pertaining to this Invitation to Bid shall remain the same.

Sealed Bids will be received at the City of Aurora, Attn: City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until 2:00 pm, CST, Wednesday, February 21, 2024. It is the sole responsibility of the Bidder to see that their Bid is received by the due date and time. No Late bids will be accepted.

Please verify whether we can *only* bid on the Purchase and not the installation?

That is not acceptable. The bid price must include installation.

Please provide bid tabulation from the previous year mulch bid.

Bid Tabulation from 2023 is attached for reference.

Page 1 of 2

End of Addendum #1

CITY OF AURORA
Bid Tabulation for 23-38
Parks Division Playground Mulch Purchase and Installation

Opened 2:00 pm, May 10, 2023

	Beary Landscape Lockport, IL	Innovation Landscape, Inc. Oswego, IL	Langton Group Woodstock, IL	Northern A V Group Harvard, IL	Semper Fi Landscaping, Inc. Yorkville, IL
Grand Total					
2023	\$ 122,400.00	\$ 125,950.50	\$ 36,400.00	\$ 29,366.00	\$ 48,180.00
2024	\$ 126,000.00	\$ 151,140.60	\$ 37,490.00	\$ 30,246.98	\$ 49,143.00
2025	\$ 129,600.00	\$ 181,368.72	\$ 38,580.00	\$ 31,154.37	\$ 50,126.00

The City of Aurora reserves the right to reject any or all bids, to waive technicality, informality or irregularity in the bids received. 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.

