



City of Aurora, Illinois

Invitation to Bid 24-039

Citywide Mowing of Mini Parks & Open Spaces

BID PROPOSALS DUE

**Wednesday, March 20, 2024
at 2:00 p.m.**

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

**CITY OF AURORA BID 24-039
CITYWIDE MOWING OF MINI PARKS & OPEN SPACES**

SUBMITTAL CHECKLIST

Submit three bid proposals which must be placed in an envelope, sealed, and clearly marked on the outside: "Bid Proposal for 24-039 CITYWIDE MOWING OF MINI PARKS & OPEN SPACES". In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

- Bid Proposal Form - Appendix G
- Property Lists - 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 (if applicable) NA

CITY OF AURORA
BID 24-039
CITYWIDE MOWING OF MINI PARKS & OPEN SPACES
BID PROPOSAL FORM

Bid Due Date & Time: 2:00 p.m. CST, Wednesday, March 20, 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: Advanced 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 Advanced Landscaping, LLC

ADDRESS 1399 Iris Avenue

CITY, STATE, ZIP Carol Stream, IL 60188

PREPARER'S NAME Jonathan Lopez
Please Type

BID PERSON Jonathan Lopez
Please Type

AUTHORIZED SIGNATURE  Owner/Manager
Title

EMAIL myadvancedlandscaping@gmail.com

PHONE # (630) 442-4068 FAX # (_____) DATE 3.14.24

**CITY OF AURORA
 BID 24-039
 CITYWIDE MOWING OF MINI PARKS & OPEN SPACES**

BID PROPOSAL FORM

I/WE propose to provide Citywide Mowing of Mini Parks & Open Spaces per the bid specifications at the net delivered price.

	2024	2025	2026	2027
List A (Mini Parks)	\$ 3,984	\$ 3,984	\$ 3,984	\$ 3,984
List B (Open Spaces)	\$29,788.89	\$ 29,788.89	\$ 29,788.89	\$ 29,788.89

Extra services to be charged at \$ 0.0064 /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 Advanced Landscaping, LLC

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: March 14, 2024
TO: Prospective Bidders
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA INVITATION TO BID 24-039 – Addendum
#1 CITYWIDE MOWING OF MINI PARKS & OPEN SPACES**

This notice forms a part of the Invitation to Bid 24-039: Citywide Mowing of Mini Parks & Open Spaces. 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, March 20, 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.

Is this a Prevailing Wage Project?

Prevailing Wage does not apply to this project.

This bid requires the “installation of mulch.” Will the City of Aurora be providing the “premium brown mulch or compost” or is it the Contractor’s responsibility to supply this material?

Contractors need to provide premium brown mulch. Proposed mulch must be approved by the City to confirm “premium.”

Please note that Marshall Park-1275 Marshall Blvd has been **REMOVED** from the Mini Parks Mowing List.

Page 1 of 1

End of Addendum #1

LIST A - (MINI PARKS)

MINI PARKS	2024	2025	2026	2027
LOCATION	SQYRDS	COST	COST	COST
MARSHALL PARK - 1295 MARSHALL BL	1,650	\$326.40	\$326.40	\$326.40
BISHOP BONNER PARK - 158N LOUCKS	3,915	\$768	\$768	\$768
MARIE WILKINSON PARK -9 N LOUCKS	1,729	\$336	\$336	\$336
SENEIGHBORS SERENITY GARDEN -704 5TH AV	1,021	\$201.60	\$201.60	\$201.60
FREEDOM PARK - 797 SPRING ST	701	\$134.40	\$134.40	\$134.40
CLYDE PENSON PARK -536 E NEW YORK ST	2,141	\$422.40	\$422.40	\$422.40
LINCOLN AV PARK -231 N LINCOLN AV	6,041	\$1190.40	\$1190.40	\$1190.40
PLUM PARK -337 PLUM ST	2,300	\$451.20	\$451.20	\$451.20
IOWA PARK - 625 IOWA AV	2,457	\$480.00	\$480.00	\$480.00

LIST B - (OPEN SPACES)

OPEN SPACE	2024	2025	2026	2027
LOCATION	SQ YRDS	COST	COST	COST
EAST SIDE- LIST A				
EQUATA'S PLACE—17 NKENDALL ST	841	\$163.20	\$163.20	\$163.20
CLAIM & BEACH OPEN SPACE- BEACH & CLAIM ST	4,059	\$796.80	\$796.80	\$796.80
MICHELS FIELD- OPEN SPACE LEHNERTZ AV & MICHELS AV	47,054	\$9331.29	\$9331.29	\$9331.29
LITTLE DOE LAKE- 590 PARKER AV	58,240	\$11548.80	\$11548.80	\$11548.80
WEST SIDE- LIST B				
LOGMAN HOUSE -22 W PARK PL& OPEN SPACE NEXT DOOR	1,978	\$384	\$384	\$384
ORCHARD / INDEPENDENCE, SOUTH OF FIRE STATION	25,979	\$5145.60	\$5145.60	\$5145.60
OPEN SPACE ADJACENT TO 712 S RIVER ST	12,108	\$2419.20	\$2419.20	\$2419.20

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD159374

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025

Sandra M. Jones Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 15th day of March, 2024



William F. Woodbury, First Vice President, Secretary and General Counsel



LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

CONTRACT BOND APPLICATION
(One-Time Bonds Only)

Fax Number: 1-517-327-4827
Phone Number: 1-800-445-4185 X52570 (MI ONLY)
1-800-346-0346 X52570 (ALL OTHERS)
contractbonds.und@aoins.com

AGENCY INFORMATION

Agency Name: ELITE INSURANCE SOLUTIONS LLC Agency Code: 04-0457-00

Producer Name: EDDIE COLLAZO Producer Code: _____

Does the agency have Power of Attorney with Auto-Owners? _____ Yes No

Bond Type: Quick Contract Bond School Bus Bond
If this is a renewal, what is the bond number? _____

APPLICANT INFORMATION

Entity Type: Corporation Joint Venture LLC Partnership Individual

Company Name: ADVANCED LANDSCAPING LLC

Company Mailing Address: 1399 IRIS AVE, CAROL STREAM, IL 60188-3360

Company Premises Address: 1399 IRIS AVE, CAROL STREAM, IL 60188-3360

E-mail Address: _____ Website Address: _____

Phone Number: (630) 442-9322 FEIN: **_***2115 State of Incorporation: ILLINOIS

Type of Work (Electric, Plumbing, Etc.): LANDSCAPING

How many years of experience does the contractor have in this type of work? 5

What is the monetary value of the largest job completed in the past five years? \$145,000.00

What is the total cost to complete your company's work in progress? \$100,000.00

Has your company ever been bonded for Bid or Performance & Payment Bonds? _____ Yes No

If yes, by what surety company? _____

What is your reason for changing surety companies? _____

Has your company been declined for Bid or Performance & Payment Bonds in the past five years? _____ Yes No

If yes, please explain: _____

If the Applicant has a general liability policy with Auto-Owners, what is the policy number? _____

BOND INFORMATION**JOB INFORMATION**

DOES THE OBLIGEE REQUIRE THEIR OWN BOND FORM? _____ Yes No
 IF YES, PLEASE ATTACH A COPY.

Obligee Name: CITY OF AURORA

Obligee Address: 44 E DOWNER PL, AURORA, IL 60505-3302

Obligee Phone Number: _____ Obligee Fax Number: _____

Job Description: MINI PARKS MOWING

Physical Address of Job: THROUGHOUT CITY

Has your company previously operated in this state? _____ Yes No

Start Date: 04/01/2024 Completion Date: 11/30/2024 Percentage of work subcontracted out: 0.0%

Liquidated Damages: \$0 Maintenance Period: 11/30/2025

For which sector will this job be performed (Federal, Public or Private): Public

BID BOND

Bid Date: 03/20/2024 Bid Amount: \$34,098.00 Amount of Bid Bond: \$1,000.00

Invitation Number (if Federal): _____

PERFORMANCE AND PAYMENT BOND

Contract Price: _____ Contract Date: _____ Contract Number (if Federal): _____

Was this job negotiated or bid? _____ If it was bid, who were the next two lowest bidders and what were the bid amounts?

1. _____ \$ _____

2. _____ \$ _____

1. _____ \$ _____

2. _____ \$ _____

SCHOOL BUS BOND

Bond Amount: _____ Term: _____ to _____

Route Number: _____ Personal Net Worth: _____

INDEMNITOR INFORMATION

1. Name: MARINA LOPEZ

Mailing Address: 1399 IRIS AVE, CAROL STREAM, IL 60188-3360

Email Address: _____ Social Security Number: ***-**-1279

Phone Number: _____ Business Ownership Percentage: 100.0%

Marital Status: SINGLE Title: PRESIDENT

Name of Spouse: _____ Spouse's Social Security Number: _____
(Spouse must sign the indemnity agreement.)

Spouse's Phone Number: _____ Spouse's Email Address: _____

GENERAL COMMENTS

NOTICE TO APPLICANT

The undersigned applicant and indemnitors hereby request Auto-Owners Insurance Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree.

FRAUD STATEMENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

ALABAMA only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARKANSAS only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO only: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FLORIDA only: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KANSAS only: A fraudulent insurance act is an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

KENTUCKY only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

OHIO only: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

PENNSYLVANIA only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

TENNESSEE only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VIRGINIA only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

INDEMNITY AGREEMENT

The undersigned does or do hereby represent that the statements made herein as an inducement to the Company to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows:

First, to pay to the Company, in advance, the original and renewal premium, computed at the rates filed and in force at the time the above applied for is executed until the undersigned shall deliver to the Company, at its Home Office in Lansing, Michigan, written evidence, satisfactory to the Company, of its discharge from such liability;

Second, to indemnify the Company against all loss, costs, damages, expenses and attorney's fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing of said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained;

Third, that the Company shall have the right, and is hereby authorized but not required:

- (a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same or to consent to the re-letting or completion thereof by the Oblige in said contract bond;
- (b) To adjust, settle or compromise any claim, demand, suit, or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorney's fees;
- (c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections when so made, shall be prima facie correct;

Fourth, to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of

- (1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or
- (2) of any breach of the agreements herein contained; or
- (3) of the default in discharging such other indebtedness or liabilities when due; or
- (4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not;
- (5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to the following paragraph; or
- (6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual:
 - (a) All the right, title and interests of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site;
 - (b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them;
 - (c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any sub-contractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract;
 - (d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due;

Fifth, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

Sixth, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company;

Seventh, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states;

Eighth, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person of company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon;

Ninth, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;

Tenth, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed;

Eleventh, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

COMPANY INDEMNITORS (REQUIRED SIGNATURES)

IMPORTANT: All owners, officers, partners and members must sign below on behalf of the company.

Signed this 15th day of MARCH, 2024.

1.  _____
MARINA LOPEZ, President

PERSONAL INDEMNITORS (REQUIRED SIGNATURES)

IMPORTANT: All owners, officers, partners, members and their spouses must sign below.

Signed this 15th day of MARCH, 2024.

1.  _____
MARINA LOPEZ

PROXY DESIGNATION

I designate J.P. Whisnant, A.O. Dean, and A.L. Lindemeyer, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: _____

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

BOND NUMBER: BD159374

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ADVANCED LANDSCAPING LLC 1399 IRIS AVE CAROL STREAM, IL 60188-3360 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF AURORA 44 E DOWNER PL, AURORA IL 60505-3302 as Obligee, hereinafter called the Obligee, in the penal sum of One thousand and XX/100 Dollars (\$1,000.00) for the 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 MINI PARKS MOWING

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 15TH day of MARCH, 2024.

ADVANCED LANDSCAPING LLC

Principal

By



Witness



Auto-Owners Insurance Company

Surety

By



Niki Conway

Attorney-in-Fact

Susan E. Theisen
Susan E. Theisen

Witness



ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 15TH day of MARCH, 2024, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Sandra M. Jones
Sandra M. Jones
Notary Public in the State of Michigan
County of Eaton

SANDRA M. JONES
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires July 18, 2025
Acting in the county of Eaton

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____ day of _____, 2024 (“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 Advanced Landscaping, LLC located at 1399 Iris Ave., Carol Stream, IL 60188

WHEREAS, the City issued Invitation to Bid 24-039: Citywide mowing of mini parks & open spaces; 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 _____, 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 24-039

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 (1) year, with optional three (3) 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

(SEAL)

FOR _____

By _____

(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)

 _____ (SEAL)

Jonathan Lopez _____ (SEAL)
Contractor

**CITY OF AURORA
CITYWIDE MOWING OF MINI PARKS & OPEN SPACES**

EXHIBIT 1

(INVITATION TO BID 24-039)

**CITY OF AURORA
CITYWIDE MOWING OF MINI PARKS & OPEN SPACES**

EXHIBIT 2

(BID PROPOSAL FORM 24-039)

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 Advanced Landscaping, LLC

ADDRESS 1399 Iris Avenue

CITY/STATE/ZIP CODE Carol Stream, IL 60188

NAME OF CORPORATE/COMPANY OFFICIAL Jonathan Lopez
PLEASE TYPE OR PRINT CLEARLY

TITLE Owner/Manager

AUTHORIZED OFFICIAL SIGNATURE 

DATE March 14, 2024

TELEPHONE (630) 442-4068

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 14th day of March, 2024.

By [Signature]
(Bidder's Executing Officer)

Jonathan Lopez
(Name of Bidder's Executing Officer)

Owner/manager
(Title)

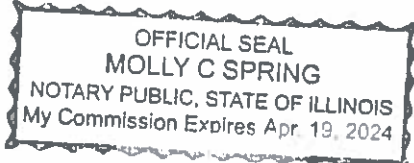
ATTEST/WITNESS:

By [Signature]
Title notary

Subscribed and sworn to before me this
14th day of March 2024.

Notary Public

(SEAL)



**CITY OF AURORA
BID 24-039
CITYWIDE MOWING OF MINI PARKS & OPEN SPACES**

**REFERENCES
(Please Type)**

Organization First Choice Facilities
Address 4550 Missouri Highway 47
City, State, Zip Washington, MO 63090
Phone Number 636-900-2803
Contact Person Ashley Scheel
Date of Project 2022- Current

Organization L.B Andersen
Address 104 South Wynstone Park Drive
City, State, Zip North Barrington, IL 60010
Phone Number 847-381-9080
Contact Person Lisa Ingalz
Date of Project 2021- Current

Organization Leyden Township
Address 2501 North Mannheim Road
City, State, Zip Franklin Park, IL 60131
Phone Number 630-327-1004
Contact Person Denise Gutierrez
Date of Project 2022-2023

Organization Blue Bird Day, LLC
Address 104 E. Loop Road
City, State, Zip Wheaton, IL 60189
Phone Number 312-243-8487
Contact Person Kristen Potterton
Date of Project 2021- current

Bidder's Name: Advanced Landscaping, LLC

Signature & Date:  3.14.24

**CITY OF AURORA
BID 24-039
CITYWIDE MOWING OF MINI PARKS & OPEN SPACES**

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

Not Applicable

~~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 _____~~

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

Bidder's Name: Advanced Landscaping, LLC

Signature & Date:  3.14.24

CITY OF AURORA
BID 24-039
CITYWIDE MOWING OF MINI PARKS & OPEN SPACES
CONTACT INFORMATION

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

Customer Service/General Information: Ph: 630-442-4068

To place an order:

Name: Jonathan Lopez
Ph: 630-442-4068 Fax: _____
E-mail: myadvancedlandscaping@gmail.com

Billing & Invoicing question:

Name: Jonathan Lopez or Tina Paez
Ph: 630-442-4068/ 815-979-8369 Fax: _____
E-mail: myadvancedlandscaping@gmail.com

Questions:

Name: Jonathan Lopez
Ph: 630-442-4068 Fax: _____
E-mail: myadvancedlandscaping@gmail.com

Bidder's Name: Advanced Landscaping, LLC

Signature & Date:  3.14.24