

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

BOND NUMBER: BD153014

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, LANGTON SNOW SOLUTIONS DBA LANGTON GROUP 4510 DEAN ST WOODSTOCK, IL 60098-7503 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 MOWING AND LANDSCAPE MAINTENANCE

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 3RD day of APRIL, 2020.

Brenda Pustalski
Witness



LANGTON SNOW SOLUTIONS
Principal

By [Signature]

Auto-Owners Insurance Company
Surety

Susan E. Theisen
Susan E. Theisen
Witness

By Paul D. Oppenlander
Paul D. Oppenlander
Attorney-in-Fact

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD153014

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 Paul D. Oppenlander

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 August, 2016.

Denise Williams

Denise Williams

Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, 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 March 10, 2022.

Susan E. Theisen
Susan E. Theisen

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 3rd day of April, 2020.



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



Bond Number BD153014

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 3RD day of APRIL, 2020, before me personally appeared Paul D. Oppenlander, 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.



Susan E. Theisen

Notary Public in the State of Michigan
County of Kent

SUSAN E. THEISEN
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires March 10, 2022
Acting in the County of Eaton

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 Langston Group

ADDRESS 4510 Dean Street

CITY/STATE/ZIP CODE Woodstock, IL 60098

NAME OF CORPORATE/COMPANY OFFICIAL Ben Rice
PLEASE TYPE OR PRINT CLEARLY

TITLE Sales Representative

AUTHORIZED OFFICIAL SIGNATURE 

DATE 4-2-2020

TELEPHONE (815) 338-2630

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 2 day of April, 2020.

By 
(Bidder's Executing Officer)

Ben Rice
(Name of Bidder's Executing Officer)

Sales Rep
(Title)

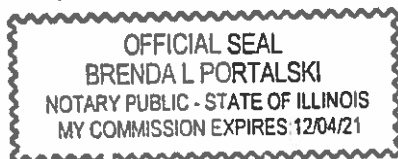
ATTEST/WITNESS:

By Brenda Portalski
Title Office Manager

Subscribed and sworn to before me this
2nd day of April, 2020.

Notary Public

(SEAL)



Lawn Area Around Parking Lots – List A

LAWN AREA - Cut 1 time per week **Please List Cost Per Mow of Listed Area**

Lots	PIN	SY	2020 Cost	2021 Cost	2022 Cost
A	15-22-157-008	1,695	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
I	15-21-430-017 and 15-21-430-016 and 15-21-430-006	1,177	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
L	15-21-430-018 and 15-21-430-015	2,885	40. ⁰⁰	40. ⁰⁰	40. ⁰⁰
M	15-22-328-020 and 15-22-328-021 and 15-22-328-029 and 15-22-328-031 and 15-22-328-032	2,038	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
N	15-22-327-021	651	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
W	15-22-178-010	659	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
X	15-22-178-012	4,387	60. 25. ⁰⁰	60. ⁰⁰	60. ⁰⁰
Y	same as X Lot 15-22-178-012	655	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
WP	15-22-453-002 and 15-22-453-003 and 15-22-453-004 and 15-22-453-005	592	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰

TOTAL LOTS 14,739 ~~\$~~ 275.⁰⁰

Lawn Area Open Space and Right of Way Locations – List B

Please List Cost Per Mow of Listed

Area

LAWN AREA - Cut 1 time per week

Open Space and ROW	PIN	SY	2020 Cost	2021 Cost	2022 Cost
Berm Only - N. Lincoln Ave east side Galena Blvd to New York St	15-22-453-007 and 15-22-453-006	284	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Vacant Lot 66 S. Broadway	15-22-381-006	648	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Mundy Park	15-22-336-022	1,668	33. ⁰⁰	33. ⁰⁰	33. ⁰⁰
Rotary Park	15-22-331-025	192	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Swimming Stones around and to Stolp	15-22-314-009	1,591	33. ⁰⁰	33. ⁰⁰	33. ⁰⁰
GAR	15-22-315-001	234	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Pierce Center Park & west side of alley entrance	15-22-334-005 and 15-22-334-004	447	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Millennium Park-top only	15-22-313-013	114	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
WCC river walk entrance	15-22-306-022	1,273	33. ⁰⁰	33. ⁰⁰	33. ⁰⁰
SEC River St & New York	15-22-302-001 and 15-22-302-020	641	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Lake St ROW----- New York ST to Benton westside and New York to Galena eastside		1,053	33. ⁰⁰	33. ⁰⁰	33. ⁰⁰
New York St ROW----River ST to Wilder southside		250	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Lot B open space	15-22-379-001 and 15-22-379-002	944	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
77 S. Broadway	15-22-380....-011....-012...013...014...015 (5 PIN #s total)	1,159	33. ⁰⁰	33. ⁰⁰	33. ⁰⁰
NEC Benton & Stolp fountain area		168	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
NWC River ST & Cross St	137 S. River to south to Cross St	9,396	130. ⁰⁰	130. ⁰⁰	130. ⁰⁰
NWC New York St. and N. Lincoln Av - ROW		46	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Total Lawn Areas and ROW		20,108	\$ 570. ⁰⁰		

Additional Services as Requested – List C

Unit Price to Mow per Sq/yd	
Price per sq yd	\$ 67. ⁰⁰ per Acre

Unit Price to Install City Supplied Mulch	
Price per Yard to Install Mulch	\$ 38. ⁰⁰ per Cubic Yard

Shrub/Hedge & Bed Edging	
Bushes trimmed one (1) time per year	
N Lot	62 N. Broadway frontage
X Lot	west side of lot hedge and (1) island
SWC Broadway & Downer	hedges around utility box
Bed Edging one (1) time per year in Spring	
Swimming Stones	backside of gardens
Waubonsee Riverwalk Entrance	edge upper garden around mowing area
SWC Broadway & Downer	edge garden area
77 S. Broadway	garden next to building & 3 cut outs in ROW
Lot X	edge peace garden
Total Price Shrub & Edging per Year	
	\$ 268. ⁰⁰



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2019

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 Joseph M Wiedemann & Sons Inc 505 E. Golf Road, Suite A Arlington Heights IL 60005		CONTACT NAME: Cathy DeCaro PHONE (A/C, No, Ext): 847-228-8400 E-MAIL ADDRESS: cdecaro@jmwsons.com FAX (A/C, No): 847-228-8505	
INSURED Langton Snow Solutions, Inc. DBA Langton Group 4510 Dean St. Woodstock IL 60098		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co INSURER B: Continental Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
LANGSNO-01		NAIC # 20508 35289	

COVERAGES**CERTIFICATE NUMBER:** 755133523**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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		6079193384	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6079193398	9/15/2019	9/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6079193417	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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 type="checkbox"/> N/A		6079193403	9/15/2019	9/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		6079193384	9/15/2019	9/15/2020	Blanket Limit Deductible 1,850,000 2,500

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

CERTIFICATE HOLDER**CANCELLATION**

Langton Snow Solutions, Inc.
DBA Langton Group
4510 Dean St.
Woodstock IL 60098

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

**CITY OF AURORA
BID 20-21
DOWNTOWN MOWING and LANDSCAPE MAINTENANCE**

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

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: Langston Group

Signature & Date: *Ryck* 4/2/2020

**CITY OF AURORA
BID 20-21
DOWNTOWN MOWING and LANDSCAPE MAINTENANCE**

**REFERENCES
(Please Type)**

Organization Attached
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____
Date of Project _____

Organization _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____
Date of Project _____

Organization _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____
Date of Project _____

Organization _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____
Date of Project _____

Bidder's Name: Langhin Group

Signature & Date: 



References

School District #200
227 Judd St.
Woodstock, IL 60098
Steve Miller
815-338-3397
Landscape Maintenance

Village of Glendale Heights
300 Civic Center Plaza
Glendale Heights, IL 60139
Chuck Dymbrowski
630-909-5164
Landscape Maintenance

School District #47
300 Commerce Drive
Crystal Lake, IL 60014
Sean Smith
815-378-1320
Landscaping/Snow Removal

**CITY OF AURORA
BID 20-21
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: 815-338-2630

To place an order:

Name: John Langton
Ph: 815-338-2630 Fax: 815-338-2634
E-mail: Langton Group @ ATT.Net

Billing & Invoicing question:

Name: Brenda Pontalski
Ph: 815-338-2630 Fax: 815-338-2634
E-mail: Langton Group @ ATT.Net

Questions:

Name: John Langton
Ph: 815-338-2630 Fax: 815-338-2634
E-mail: Langton Group @ ATT.Net

Bidder's Name: Langton Group

Signature & Date:  4/2/2020

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____ day of _____, 2020 ("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 _____ located at _____.

WHEREAS, the City issued Invitation to Bid 20-21: 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 _____, 2020, 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 20-21

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 2020, 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 _____

(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)

Contractor (SEAL)

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

EXHIBIT I

(INVITATION TO BID 20-21)

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

EXHIBIT 2

(BID PROPOSAL FORM 20-21)

**CITY OF AURORA
BID 20-21
DOWNTOWN MOWING and LANDSCAPE MAINTENANCE**

BID PROPOSAL FORM

Bid Due Date & Time: 2:00 p.m. CST, Wednesday, April 1, 2020

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: Langston Group

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

COMPANY Langston Group

ADDRESS 4510 Dean Street

CITY, STATE, ZIP Woodstock, IL 60098

PREPARER'S NAME Ben Rice
Please Type

BID PERSON Ben Rice
Please Type

AUTHORIZED SIGNATURE Ben Rice 4-2-2020 Sales Rep
Title

EMAIL Ben.LangstonGroup@gmail.com

PHONE # (815) 338-2630 FAX # (815) 338-2634 DATE 4-2-2020



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 O18-070, approved August 28, 2018.

- 1) Date Submitted: 4/2/2020
- 2) Name of Business: Langston Group
- 3) Address of Local Office: 4510 Dean Street
- 4) City, State, Zip: Woodstock, IL 60098
- 5) Company's Web Address: _____
- 6) Phone: 815-338-2630 Fax: 815-338-2634
- 7) County your Local Business is Located In: McHenry

Submitted By (Signature): [Signature]

Print Name and Title: Ben Rice Sales Rep

Email Address: LangstonGroup@ATT.net

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.org

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

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

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____