

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this October 6, 2025 (“Effective Date”), for the (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Guardian Asphalt Protection & Maintenance, Co (“Proposer”), located at 2948 Kirk Road, Suite 106 #135, Aurora, Illinois 60502.

WHEREAS, the City issued an Invitation to Bid (“ITB”) on July 29, 2025 for the Senior Snow Removal; and

WHEREAS, the Proposer submitted a Proposal in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on October 6, 2025, the City awarded a contract to Proposer, Guardian Asphalt Protection & Maintenance, Co.

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, Proposer’s response to the ITB, to the extent it is consistent with the terms of the ITB, 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 25-165.

In connection with the ITB and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Proposer 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.

Proposer shall perform the Services listed in the Proposal, attached hereto as Exhibit 1.

3. Term.

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Proposer's negotiated cost, the price for providing the Services shall be as stated on the submitted proposal, Exhibit 2.

Schedule of Payment. The City shall pay the Proposer for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, 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. Proposer 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. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that Proposer 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. Proposer 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 Proposer 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 Proposer from the responsibilities set forth herein.

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 Proposer with sixty (60) 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 Proposer only for

services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer 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 Proposer 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.

CITY OF AURORA, ILLINOIS

GUARDIAN ASPHALT PROTECTION &
MAINTENANCE, CO

SIGNATURE

Jolene Coulter

FULL NAME

DATE SIGNED

Director of Purchasing

TITLE

Kristin Lane

SIGNATURE

Kristin Lane

FULL NAME

10.6.25

DATE SIGNED

Owner

TITLE

**CITY OF AURORA
SENIOR SNOW REMOVAL**

EXHIBIT 1

(INVITATION TO BID 25-165)



City of Aurora, IL

SENIOR SNOW REMOVAL 25-165

RELEASE DATE: July 29, 2025

DEADLINE FOR QUESTIONS: August 5, 2025

RESPONSE DEADLINE: August 13, 2025, 11:00 am

Please refer to the project timeline in this document for all important deadlines.

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/aurorail>

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INSTRUCTIONS TO BIDDERS

1. SUMMARY

The City of Aurora, through its Senior and Disability Services Division, is seeking qualified contractors to provide professional snow removal and ice control services for the city's *Operation Senior Shovel Program*.

2. TIMELINE

Release Project Date:	July 29, 2025
Question Submission Deadline:	August 5, 2025, 8:00am
Response Submission Deadline:	August 13, 2025, 11:00am

3. ACCEPTANCE OF BID PROPOSALS

a. Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted..** Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.**

b. Bids may be received up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. All bids shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.

c. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids through the City's E Procurement System. Bids shall be filled out legibly in ink or type-written with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by

a person or persons legally authorized to bind the bidder to a Bid. Name of person signing should be typed or printed below the signature.

d. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.

e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the Bid and execute the Work should the Bid be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Bid.

The Bid will be awarded to the lowest responsive responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

4. RECEIPT OF BID PROPOSALS

- A. **Bids must be submitted electronically**, up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
- B. **Bids must be submitted electronically via the City's E Procurement System. There will be no exceptions!**

5. WITHDRAWAL OF BID PROPOSALS

Bids may be withdrawn prior to the deadline for submitting bid proposals through the City's E Procurement System, the responding bidder may "un-submit" their proposal in OpenGov. After withdrawing a previously submitted proposal, the responding bidder may submit another proposal at any time up to the deadline for submitting bid proposals prior to the opening.

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid must be in writing and properly signed. No bid proposal will be opened or accepted, which is received after the time and date scheduled for the Bid Proposals to be received.

6. AWARD

It is the intent of the City to award the bid to the lowest responsive responsible bidder meeting specifications. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

The City of Aurora reserves the right to award the contract to one or multiple qualified and responsible bidder(s), based on the best interest of the program and the community it serves.

If the Bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the bid, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

7. PRICES

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the purchase.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern.

8. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

9. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

10. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

11. SIGNATURES

Bid Proposals must be signed by the Bidder with his/her usual signature. Bid Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bid Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter.

When a corporation submits a Bid Proposal, its agent must present legal evidence that he has lawful authority to sign said Bid Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any Bid is executed that it is authorized to do business in the State of Illinois. Bidders by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, along with the corporate seal. The corporate address and state of incorporation must be shown below the signature. Bid Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid Proposal forms shall be initialed by the person signing the Bid Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

12. DEMONSTRATIONS

Bidders are required, if requested to do so, to affect a demonstration of the item(s) being Bid if the City feels it has insufficient knowledge of the item's operations or performance capability. Such demonstration must be at a site which is most convenient and agreeable to the effected City personnel.

13. REFERENCES

Sufficient references of all like public and/or private agencies must be submitted in the Vendor Submission section. Listing must include company name, contact person, telephone number and date purchased. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

14. ELIGIBILITY

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this Bid as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

15. DATA

Complete and detailed brochures and vehicles, equipment, materials, goods, supplies and/or services to be furnished must be included with each Bid.

16. QUESTIONS

Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid, up to, but **no later than the designated date and time as specified via the City's E Procurement System, OpenGov.** All answers to inquiries will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted.

No questions will be accepted or answered verbally.

No questions will be accepted or answered after the cut-off date/time.

It is the responsibility of the interested bidder to ensure they have received addenda, if any issued.

GENERAL REQUIREMENTS

1. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed Bid in writing with the City of Aurora covering matters and things as are set forth in the Bid Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

2. CITY'S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the bid proposal and Bid in conjunction thereto.

3. BONDS AND INSURANCE

The Bidder awarded the contract will be required to furnish a Performance Bond in the amount of \$1,000.00, along with Public Liability Insurance and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

The Bidder awarded the project will need to provide a performance bond for one year with a letter attached from the bond company certifying that the bond may be automatically renewed for the second year.

The term Performance Bond shall be understood to mean the bond, executed by the contractor and his surety, guaranteeing complete execution of the contract.

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract.

The City of Aurora, by showing and substantiating sufficient proof of incompetence, negligence, poor or substandard workmanship which would cause unwarranted damage or deterioration of either premises, contents or appendages, reserves the right to terminate said Contractor without recourse from the City by successful Contractor.

4. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a bid proposal is responsible for examining the complete Invitation to Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the Bid, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to submitting the bid proposal. The submission of a bid proposal shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of

the Invitation to Bid documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its bid proposal for all contingencies.

5. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required. The City may, at its option, disqualify a Bidder and reject his bid proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

Evidence of collusion among Bidders.

- Receipt of more than one bid proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Bid.
- Unreasonable failure to complete a previous Bid within the specified time or for being in arrears on an existing Bid without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- **Any Bidder who owes the city money may be disqualified at the City's discretion.**

6. ALTERNATE PROPOSALS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so by submitting all inquiries via the City's E Procurement System, OpenGov, but all specification deviations must be clearly stated. Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid via the City's E Procurement System by the designated date and time. All answers to inquiries, including requests for alternates or substitutions, will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the interested bidder to ensure they have received addendum, if any issued. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. The Purchasing Director will reject all deviations that amount to material nonconformity with the specifications of the Bid Proposal.

7. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, 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.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

Invoices MUST contain the Purchase Order Number, as issued by the City.

The successful Bidder shall submit invoices via e-mail to:

PurchasingDL@aurora.il.us

or Mail to the following address:

City of Aurora

Attn: Purchasing Division

44 E. Downer Place

Aurora, IL 60507

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is ***our preferred method of payment!***

8. DEFAULT

Time is of the essence of this bid and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Bid by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

9. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.

10. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

11. CANCELLATION

The City reserves the right to cancel the whole or any part of the Bid if the Bidder fails to perform any of the provisions in the Bid or fails to make delivery within the time stated. The Bidder will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

12. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

13. PATENT

The successful Bidder agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the Work covered by the contract.

14. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual

harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This Bid shall be governed by and construed according to the laws of the State of Illinois.

15. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this Bid, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Bid, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Bid will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury

- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

16. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Bid, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way shall the City be considered a joint employer of same under any circumstance.

17. PERSONNEL AND EQUIPMENT

The Bidder shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Bidder shall provide identification of its personnel if requested by the City.

Any Bidder's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the Bidder's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the Bidder, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Bid.

18. LOCAL BIDDER PREFERENCE

O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

19. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Bidders and encourages the successful Bid Bidder to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

20. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the Bid as specified in the specifications after the execution and acceptance of the Bid, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the Bid.

21. TIME

Bidder shall schedule its Work to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, Bidders and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, Bidder or subcontractors. Bidder's sole remedy for delay shall be an extension in the Bid time.

22. REGULATORY COMPLIANCE

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

23. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

24. GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

25. CONTRACT

The successful Bidder will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within five (5) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Bidder to execute the contract within five (5) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Bid.

SCOPE OF WORK

1. Purpose

The City of Aurora, Illinois, is soliciting bids from qualified and experienced contractors to provide Snow and Ice Control Services for up to 200 residential homes as part of the Senior and Disability Services Division's Operation Senior Shovel Program. This initiative is designed to ensure safe and accessible residential entryways for eligible seniors and individuals with disabilities during the winter season.

The selected contractor(s) will be responsible for delivering timely, efficient, and dependable snow removal and ice control services for residential driveways, front walkways, and sidewalks.

The initial contract will commence upon award and will cover the full 2025–2026 winter season, with the option to extend for up to three (3) additional one-year terms, contingent upon mutual agreement and satisfactory performance.

The City of Aurora reserves the right to award the contract to one or multiple qualified and responsible bidder(s), based on the best interest of the program and the community it serves.

2. Scope of Work

Bid Proposal Content

The Contractor shall furnish the following information which shall become a portion of the bid evaluation:

- A list of areas or municipalities in the State of Illinois for which the Contractor furnishes or has furnished snow and ice control services of various residential driveways, sidewalks and walkways for a period of at least one year within the last three years. The city reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.
- Flat rate bid price for each residential driveway, sidewalk, and walkway based 2 inches or more of snow and ice accumulation.
- A qualification statement submitted through the vendor submissions

Scope of Work

The City of Aurora seeks to establish a list of eligible contractors to provide Snow Removal and Ice Control Services for up to 200 residential homes; clearing their driveways, walk-ways, and sidewalks.

- The Contractor's shall provide Snow Removal and Ice Control Services as deemed necessary by the City of Aurora Senior and Disability Services Manager. Work will include Snow Removal and Ice Control Services (as requested) for 200 residential driveways, walk-ways and sidewalks, due to winter weather, when snow falls are 2 inches or more and extreme ice days/storms.
- The Contractor shall provide at least two (2), 24-hour telephone number(s) or pager(s), with a 15-minute response answer, to which the Senior and Disability Services Manager or her designee, shall have access.

- All Contractors selected and designated to provide Snow Removal and Ice Control Services for up to 200 residential homes identified and listed on a roster which will be kept by the Senior and Disability Services Manager and provided to Contractors.
- The Contract shall be for the 2025-2026 winter season with three (3) optional one year extensions upon mutual agreement.
- The City reserves the right to award the bidders individually or cumulatively to qualified and responsible Bidders.

Equipment

- The Contractor in the course of performing Snow Removal and Ice Control Services for the 200 residential driveways, walk-ways and sidewalks shall furnish trucks or equipment as required per the residential bid specifications.

Personnel

- The Contractor shall employ competent drivers/operators. Only workers expert in their respective branches of work shall be employed where special skills are required.
- The Contractor shall provide qualified supervision of each crew at all times while working under this Contract.
- The Contractor shall have direct communication at all times with the driver/operator and City of Aurora Senior and Disability Services Coordinator or designee during a snow/ice control event.

Residential Specifications – Plowing Service

The Contractor shall provide snow plowing services for residential driveways, front walkways, and sidewalks as part of the Operation Senior Shovel Program.

- **Dispatch Protocol:** Plowing services will be performed on a per call-out basis, initiated by the Senior and Disabilities Services Manager or their designee.
- **Activation Threshold:** Services will be activated after two inches (2") or more of accumulated snowfall, as measured and confirmed by the City of Aurora at an official city-determined site.
- **Service Delivery:** Upon notification, the Contractor shall plow snow at all designated residential addresses, ensuring safe and complete clearing of:
 - Driveways
 - Front walkways
 - Sidewalks
- **Completion Requirements:** Services must be rendered promptly and efficiently, with all identified locations completed within the mutually agreed-upon timeframe.

- **Documentation:** For every qualifying snow event (2 inches or more), the Contractor shall submit photo documentation for each serviced property. Photos must clearly show completed/cleared:
 - Driveways
 - Front walkways
 - SidewalksPhoto submissions must be provided to the Senior and Disabilities Services Team in a format and method designated by the City, payment cannot be made without proof of work completed.

Salting Service

- When conditions warrant, the contractor may be directed by the Senior and Disabilities Manager or Designee to spread salt to areas covered by this contract. Any de-icing salt must meet or exceed the following specifications:
 - Salting will only be upon request
 - Subzero 20 Ice Melt Specifications:
 - Dust Free
 - Does not create harmful dust that can cause problems and breathing irritation.
 - Sub-Zero is a time-tested proprietary blend of 20% CMA, Salt Saver, potassium acetate, sodium chloride and corrosion inhibitors
 - For commercial and home use on sidewalks and driveways
 - Won't damage flooring or carpets
 - Apply 3-5# per 1000 square feet
- The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, street and curbs, sidewalk, grass, utilities, etc. on or adjacent to the work site. Any damage shall be immediately reported to the City of Aurora, Senior and Disabilities Coordinator, 44 E. Downer Place, Aurora, IL, 60505, on the day of the occurrence. Within two business days, the Contractor shall be responsible for a written statement to the Senior and Disabilities Manager or Designee. Any damage shall be repaired at the contractor's expense. Should the damage not be rectified within the agreed time or to the satisfaction of the City, the City of Aurora reserves the right to repair or replace that which was damaged, or assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor. These costs may be deducted from any payment due the Contractor. Failure to report damage may result in termination of the Contract.

PRICES

- Each residential driveway, sidewalk and walkway bid pricing will be a flat rate based on call out (dispatch) by the Senior and Disabilities Manager or Designee.

- The price quoted for each item is the full price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the contract.
- The City will not pay overtime or holiday rates. There will be no guarantee of minimum hours worked per call out or number of call outs per winter season.
- Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern.
- The Senior and Disabilities Manager or Designee shall determine call outs. Payment to contractors will be calculated by a flat rate.

PRICING TABLE

2025-2026 SEASON PRICING

Flat Rate Pricing (Includes all plowing driveways, walk-ways, sidewalks and salting)

Line Item	Description	Unit of Measure	Unit Cost
Flat Rate Pricing (Plowing driveways, walk-ways, sidewalks)			
1	Up to 4"	Per Event/Residence	
2	4.1" - 6"	Per Event/Residence	
3	6.1" - 8"	Per Event/Residence	
4	8.1" - 10"	Per Event/Residence	
5	10.1" and Up	Per Event/Residence	
Salting Cost			
6	Flat Rate	Per Event/Residence	

2026-2027 SEASON PRICING

Flat Rate Pricing (Includes all plowing driveways, walk-ways, sidewalks and salting)

Line Item	Description	Unit of Measure	Unit Cost
Flat Rate Pricing (Plowing driveways, walk-ways, sidewalks)			
7	Up to 4"	Per Event/Residence	
8	4.1" - 6"	Per Event/Residence	
9	6.1" - 8"	Per Event/Residence	
10	8.1" - 10"	Per Event/Residence	

Line Item	Description	Unit of Measure	Unit Cost
11	10.1" and Up	Per Event/Residence	
Salting Cost			
12	Flat Rate	Per Event/Residence	

2027-2028 SEASON PRICING

Flat Rate Pricing (Includes all plowing driveways, walk-ways, sidewalks and salting)

Line Item	Description	Unit of Measure	Unit Cost
Flat Rate Pricing (Plowing driveways, walk-ways, sidewalks)			
13	Up to 4"	Per Event/Residence	
14	4.1" - 6"	Per Event/Residence	
15	6.1" - 8"	Per Event/Residence	
16	8.1" - 10"	Per Event/Residence	
17	10.1" and Up	Per Event/Residence	
Salting Cost			
18	Flat Rate	Per Event/Residence	

VENDOR SUBMISSIONS

1. Qualification Statement*

Please download the below documents, complete, and upload.

- [Qualification_Statement.pdf](#)

*Response required

2. Contact Information*

Please download the below documents, complete, and upload.

- [COA_Contact_Information.docx](#)

*Response required

3. References*

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

*Response required

4. Sub-Contractor List*

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

*Response required

5. Eligibility*

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

☐ Please confirm

*Response required

6. Bidder's Tax Certification*

The 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.

☐ Please confirm

*Response required

7. 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 business 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 other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).

D. As applicable, I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.

E. 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.

F. 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.

G. As applicable, I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

☐ Please confirm

*Response required

8. Local Vendor Preference Application*

Please download the below documents, complete, and upload.

- [COA_2024_Local_Preference_V...](#)

*Response required

9. Additional Information

**CITY OF AURORA
SENIOR SNOW REMOVAL**

EXHIBIT 2

(BID PROPOSAL FORM 25-165)



City of Aurora, IL

SENIOR SNOW REMOVAL 25-165

RELEASE DATE: July 29, 2025

DEADLINE FOR QUESTIONS: August 5, 2025

RESPONSE DEADLINE: August 13, 2025, 11:00 am

Please refer to the project timeline in this document for all important deadlines.

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/aurorail>



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, amended with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: 8/23/25
- 2) Name of Business: Guardian Asphalt Protection + Maintenance, Co.
- 3) Address of Local Office: 2948 Kirk Rd, Suite 106 #135
- 4) City, State, Zip: Aurora, IL 60502
- 5) Company's Web Address: www.guardianpave.com
- 6) Phone: 630-870-2627 Fax: _____
- 7) County your Local Business is Located In: Kane

Submitted By (Signature): _____

Print Name and Title: Kristin Lane, President

Email Address: info@guardiansealcoating.com

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: _____

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

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

Customer Service/General Information: Ph: 630-870-2627 - Karen or Amy

To place an order:

Name: Rafael Salgado
Ph: 630-870-2627 Fax: —
E-mail: info@guardiansealcoating.com

Billing & Invoicing question:

Name: Kristin Lane
Ph: 630-870-2627 Fax: —
E-mail: info@guardiansealcoating.com

Questions:

Name: Kristin Lane
Ph: 630-870-2627 Fax: —
E-mail: info@guardiansealcoating.com

Bidder's Name: Guardian Asphalt

Signature & Date:  8/23/25

VENDOR SUBMISSIONS

1. Qualification Statement*

Please download the below documents, complete, and upload.

- [Qualification Statement.pdf](#) - attached

*Response required

2. Contact Information*

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#) - attached

*Response required

3. References*

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

*Response required

City of Aurora
44 E. Downers Pl
Aurora IL 60505
630-256-3550
Brenda Quintero
Abby Schuler
Andrea Rolfe
June-August 2022

Village of Sugar Grove
601 Heartland Dr
Sugar Grove IL 60554
630-391-7230
Brian Beach
September 2021

Elmhurst Park District
375 W 1st Street
Elmhurst IL 60126
630-993-8940
Dan Payne
Kevin Goss
April 2025

4. Sub-Contractor List*

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

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

*Response required

5. Eligibility*

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

☒ Please confirm

*Response required

6. Bidder's Tax Certification*

The 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.

☒ Please confirm

*Response required

7. 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 business 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 other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).

D. As applicable, I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.

E. 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.

F. 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.

G. As applicable, I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

☒ Please confirm

*Response required

8. Local Vendor Preference Application*

Please download the below documents, complete, and upload.

- [COA_2024_Local_Preference_V...](#) - see attached

*Response required

9. Additional Information

APPENDIX D
SCHEDULE 1
Contractor Qualification Statement

The undersigned certifies under oath to the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted by: Kristin Lane

Name of Firm: Guardian Asphalt and Maintenance

Address: 2948 Kirk Rd
Suite 106 #135
Aurora IL 60502

Check One: Corporation ☒
Partnership ☐
Individual ☐
Joint Venture ☐
Other (specify) ☐

Telephone: 630-870-2627
Fax: _____

Years your organization has been in business? 11 yrs

Years the organization has been under its present name? 11 yrs

Under what other or former names has your organization operated?

N/A

If an individual or partnership, answer the following:

a. Date of organization: _____

b. Name and address of all partners (state if general or limited):

If other than a corporation or partnership, describe organization
Listing name and address of principals?

List the experience of the key individuals of your organization who will managerially oversee this contract:

Kristin Lane - Business, IT, Snow Removal
Rafael Salgado - Snow Removal, Salting

List name(s) of Insurance Company and name and address of agent(s)

State Farm - David Meisenheimer
311 N 2nd St St. Charles 630-377-1300

If a corporation, answer the following:
(if a division/subsidiary is submitting a proposal items a-f apply to the parent corporation)

a. Date of incorporation: 5/10/2014

b. State of incorporation: IL

c. President's name: Kristin Lane

d. Vice President's name: Rafael Salgado

e. Secretary's name: Karen Cruz

f. Treasurer's name: Amy Wright

g. Division President or General Managers' name:
(if applicable) N/A

List states and categories in which your organization is
legally qualified to do business. List states in which
Partnership or trade name is filed?
IL

List three trade references:

Lindsay Windows
Salernos on the Fox
Park Court Association

List at least two bank references:

Chase Bank
Capitol One

Dated at 1030 AM this 4th day of Aug, 2025

PRICING TABLE

2025-2026 SEASON PRICING

Flat Rate Pricing (Includes all plowing driveways, walk-ways, sidewalks and salting)

Line Item	Description	Unit of Measure	Unit Cost
Flat Rate Pricing (Plowing driveways, walk-ways, sidewalks)			
1	Up to 4"	Per Event/Residence	\$100.00
2	4.1" - 6"	Per Event/Residence	\$115.00
3	6.1" - 8"	Per Event/Residence	\$145.00
4	8.1" - 10"	Per Event/Residence	\$165.00
5	10.1" and Up	Per Event/Residence	\$185.00
Salting Cost			
6	Flat Rate	Per Event/Residence	\$50.00

2026-2027 SEASON PRICING

Flat Rate Pricing (Includes all plowing driveways, walk-ways, sidewalks and salting)

Line Item	Description	Unit of Measure	Unit Cost
Flat Rate Pricing (Plowing driveways, walk-ways, sidewalks)			
7	Up to 4"	Per Event/Residence	\$100.00
8	4.1" - 6"	Per Event/Residence	\$115.00
9	6.1" - 8"	Per Event/Residence	\$145.00
10	8.1" - 10"	Per Event/Residence	\$165.00

Line Item	Description	Unit of Measure	Unit Cost
11	10.1" and Up	Per Event/Residence	\$185.00
Salting Cost			
12	Flat Rate	Per Event/Residence	\$ 50.00

2027-2028 SEASON PRICING

Flat Rate Pricing (Includes all plowing driveways, walk-ways, sidewalks and salting)

Line Item	Description	Unit of Measure	Unit Cost
Flat Rate Pricing (Plowing driveways, walk-ways, sidewalks)			
13	Up to 4"	Per Event/Residence	\$100.00
14	4.1" - 6"	Per Event/Residence	\$115.00
15	6.1" - 8"	Per Event/Residence	\$145.00
16	8.1" - 10"	Per Event/Residence	\$165.00
17	10.1" and Up	Per Event/Residence	\$185.00
Salting Cost			
18	Flat Rate	Per Event/Residence	\$50.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2025

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  David Meisenheimer, Agent 311 N 2nd Street Suite 106 Saint Charles IL 60174		CONTACT NAME: Enrique Meraz PHONE (A/C, No, Ext): 630-377-1300 FAX (A/C, No): 630-377-1302 E-MAIL ADDRESS: enrique.meraz.umwb@statefarm.com	
INSURED Guardian Asphalt Protection & Maintenance Co 2948 Kirk Rd Suite 106 #135 Aurora IL 60502		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25143 25178	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	93-PF-A143-3	06/24/2025	06/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	N	N	J84 6719-E20-13	05/20/2025	11/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	93-NG-A510-3	09/15/2024	09/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	93-PB-H203-9	04/27/2025	04/27/2026	☒ PER STATUTE ☐ 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

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

Certificate Holder is listed as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Aurora 44 E Downer Place Aurora IL 60505	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 Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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From: [Info](#)
To: [Karsten, Cassandra](#)
Subject: RE: Senior Snow Removal Project
Date: Monday, August 25, 2025 4:26:15 PM
Attachments: [image001.png](#)

*Warning! This e-mail originated outside the organization. **DO NOT** click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.*

Cassandra,

I did want to say that we normally work with the program on the price of the smaller driveways. The bid request did not differentiate the sqft of the driveways and some are large and some are smaller, making it harder to give a blanket price. Please let me know if there are any questions.

Thanks and we look forward to hearing from you,

Kristin Lane

GUARDIAN ASPHALT
2948 KIRK RD
SUITE 106 #135
AURORA, IL 60502

OFFICE: 630.870.2627
CELL: 630.885.3922

From: Karsten, Cassandra <KarstenC@aurora.il.us>
Sent: Monday, August 25, 2025 2:18 PM
To: Info <info@guardiansealcoating.com>
Subject: RE: Senior Snow Removal Project

Good afternoon!

We have received this and we will begin a review, thank you!



Cassandra Karsten—Purchasing Division

City of Aurora | 44 E. Downer Place | Aurora, Illinois 60507

Phone: (630) 256-3550 | Email: karstenc@aurora.il.us

From: Info <info@guardiansealcoating.com>
Sent: Monday, August 25, 2025 1:36 PM
To: Karsten, Cassandra <KarstenC@aurora.il.us>
Subject: RE: Senior Snow Removal Project

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Cassandra,

Attached please find our bid for the Senior Shovel program. Please let me know if there is anything else needed.

Thanks,

Kristin Lane

GUARDIAN ASPHALT
2948 KIRK RD
SUITE 106 #135
AURORA, IL 60502

OFFICE: 630.870.2627
CELL: 630.885.3922

From: Karsten, Cassandra <KarstenC@aurora.il.us>
Sent: Friday, August 22, 2025 2:44 PM
To: Info <info@guardiansealcoating.com>
Subject: RE: Senior Snow Removal Project

Directly to me please

From: Info <info@guardiansealcoating.com>
Sent: Friday, August 22, 2025 12:36 PM
To: Karsten, Cassandra <KarstenC@aurora.il.us>
Subject: RE: Senior Snow Removal Project

*Warning! This e-mail originated outside the organization. **DO NOT** click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.*

Cassandra,

Are we submitting the bid directly to you or the portal?

Erika Chavez

GUARDIAN ASPHALT
2948 KIRK RD
SUITE 106 #135
AURORA, IL 60502

OFFICE: 630-870-2627

From: Karsten, Cassandra
Sent: Friday, August 22, 2025 11:24 AM
To: Info <info@guardiansealcoating.com>
Subject: Senior Snow Removal Project

Good morning,

I am reaching out to see if you are interested in giving us pricing for the Senior Snow Removal project. If you are, please fill out and return the attached bid by Tuesday August 26, 2025 @ 10:00AM.

Thank you,



Cassandra Karsten—Purchasing Division

City of Aurora | 44 E. Downer Place | Aurora, Illinois 60507

Phone: (630) 256-3550 | Email: karstenc@aurora.il.us