

**WHEATON BANK**  
& TRUST COMPANY, N.A.  
A WINTRUST COMMUNITY BANK

**CASHIER'S CHECK**

Naperville- Fort Hill

810002208

CUSTOMER COPY

DATE: April 03, 2024

REMITTER Winner Excavating Inc

PAY One Thousand and 00/100ths Dollars

**\$1,000.00**

TO THE  
ORDER  
OF  
City of Aurora

**NON NEGOTIABLE**

MEMO

Fee: \$0.00

**WHEATON BANK**  
& TRUST COMPANY, N.A.  
A WINTRUST COMMUNITY BANK

**CASHIER'S CHECK**

Naperville- Fort Hill

810002208

2544/719

DATE: April 03, 2024

REMITTER Winner Excavating Inc



PAY One Thousand and 00/100ths Dollars

**\$1,000.00**

TO THE  
ORDER  
OF  
City of Aurora

Payable through Wintrust Bank

MEMO

*David DeArto*

AUTHORIZED SIGNATURE

⑈00810002208⑈ ⑆071925444⑆ 3807705752⑈

ORIGINAL

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 24-030

TRAFFIC CONTROL SERVICES ON PUBLIC STREETS

PROPOSAL FORM

**Due Date & Time:** 2:00 p.m. CST, Wednesday, April 3, 2024

To: **City of Aurora  
City Clerk's Office  
44 E Downer Place  
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: Patrick Winner

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other RFP 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 proposal solicitation documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the RFP.

A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Proposal, Instruction to Proposers and specifications.

B. For purposes of this offer, the terms Offeror, Proposer, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All proposal documents have been examined: Instructions to Proposer, Specifications and the following addenda:

No.\_\_\_\_, No.\_\_\_\_, No.\_\_\_\_, (Vendor to acknowledge addenda here.)

Proposer's Name: Patrick Winner

Signature & Date:  4/2/24

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 24-030

**SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS**

**PROPOSAL FORM**

The City of Aurora is accepting proposals to establish a list of eligible contractors to perform snow and ice control services on public streets, when directed by the Superintendent of Streets, or his Designee, from streets that the City of Aurora maintains, on assigned routes, or from any other city owned or maintained properties as needed. An agreement has been prepared which illustrates the duties and responsibilities of the City and the Contractor for these services.

The undersigned acknowledges that with submission of a proposal that they have read and understand the terms and conditions of the agreement to be offered. The proposal also acknowledges that they will comply with said provision should they be awarded the contract.

**All proposal prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt.** Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base proposal price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposal at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

The undersigned agrees to provide Snow and Ice Control Services on Public Streets, representing the City of Aurora, for the period specified in the contract:

SUBMITTED BY

COMPANY Winner Excavating, Inc.

ADDRESS 8845 Schoger Drive

CITY, STATE, ZIP Naperville, IL 60564

PREPARER'S NAME Patrick Winner  
Please Type

AUTHORIZED SIGNATURE  President  
Title

EMAIL pwinner@winnerexcavating.com

PHONE # ( 630 ) 364-8785 FAX # ( 630 ) 839-2491 DATE 4/2/24

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSALS 24-030  
SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

**PROPOSAL FORM**

“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Proposer \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

(If a Co-partnership)

Firm name \_\_\_\_\_ (SEAL)

Signed by \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

Insert Names  
and Addresses  
of all Members  
of the Firm \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Corporation)

Corporate Name Winner Excavating, Inc.  
Signed by , President

**Business Address** 8845 Schoger Drive  
Naperville, IL 60564

Insert (President) Patrick Winninger

**CORPORATE SEAL** Names of (Secretary) \_\_\_\_\_

Officers (Treasurer) \_\_\_\_\_

ATTEST:

  
Secretary

(Note: Proposers should not add any conditions or qualifying statements to this proposal for the proposal may be declared irregular as being not responsive to the request for proposal.)

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSALS 24-030

**SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS**

**PROPOSAL FORM**

**Hourly Rates for Snow and Ice Control Services on Public Streets**

**The City of Aurora vehicle and equipment requirements (Including driver/operator):**

**2024/2025**

Vehicle/Equipment	Yr./Make/Model	Qty	Cost per Hour Per Unit
5 Yard Dump Truck with 6 Yard V-Box Spreader and 11 Foot Reversible Plow	2001 International 4900	2	\$173.00
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow	1999 International 4900	1	\$173.00
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow	2014 International 8400	2	\$183.00

Proposer's Name: Patrick Winner

Signature & Date:  4/2/24

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSALS 24-030

**SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS**

**PROPOSAL FORM**

**Hourly Rates for Snow and Ice Control Services on Public Streets**

**The City of Aurora minimum vehicle and equipment requirements (Including driver/operator):**

**2025/2026**

Vehicle/Equipment	Yr./Make/Model	Qty	Cost per Hour Per Unit
5 Yard Dump Truck with 6 Yard V-Box Spreader and 11 Foot Reversible Plow	2001 International 4900	2	\$175.00
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow	1999 International 4900	1	\$175.00
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow	2014 International 8400	2	\$185.00

Proposer's Name: Patrick Winner

Signature & Date:  4/2/24

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSALS 24-030

**SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS**

**PROPOSAL FORM**

**Hourly Rates for Snow and Ice Control Services on Public Streets**

**The City of Aurora minimum vehicle and equipment requirements (Including driver/operator):**

**2026/2027**

Vehicle/Equipment	Yr./Make/Model	Qty	Cost per Hour Per Unit
5 Yard Dump Truck with 6 Yard V-Box Spreader and 11 Foot Reversible Plow	2001 International 4900	2	\$177.00
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow	1999 International 4900	1	\$177.00
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow	2014 International 8400	2	\$187.00

Proposer's Name: Patrick Winner

Signature & Date:  4/2/24

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSALS 24-030

**SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS**

**PROPOSAL FORM**

**Hourly Rates for Snow and Ice Control Services on Public Streets**

**The City of Aurora minimum vehicle and equipment requirements (Including driver/operator):**

**2027/2028**

Vehicle/Equipment	Yr./Make/Model	Qty	Cost per Hour Per Unit
5 Yard Dump Truck with 6 Yard V-Box Spreader and 11 Foot Reversible Plow	2001 International 4900	2	\$179.00
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow	1999 International 4900	1	\$179.00
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow	2014 International 8400	2	\$189.00

Proposer's Name: Patrick Winner

Signature & Date:  4/2/24

**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: Patrick Winninger

Name of Firm: Winninger Excavating, Inc.

Address: 8845 Schoger Drive Naperville, IL 60564

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

Telephone: (630)364-8785

Fax: (630)839-2491

Years your organization has been in business? 17

Years the organization has been under its present name? 17

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:

Patrick Winninger

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

Secura Insurance & Travelers Insurance

Robertson Ryan & Assoc. Christopher Spangler (630)420-3400

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: 2007

b. State of incorporation: Illinois

c. President's name: Patrick Winninger

d. Vice President's name: \_\_\_\_\_

e. Secretary's name: \_\_\_\_\_

f. Treasurer's name: \_\_\_\_\_

g. Division President or General Managers' name:  
(if applicable) \_\_\_\_\_

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

Illinois

List three trade references:

Village of Plainfield

Kendall County Facilities Management

City of Aurora

List at least two bank references:

Wintrust Bank (630)615-2506

Dated at OFFICE this 2 day of April 2024  
Page 1 Appendix D

**Schedule 2**  
**List of Illinois Municipalities Serviced**

(Please Type)

Municipality Kendall County Facilities Management

Address 804 N John Street

City, State, Zip Yorkville, IL 60560

Phone Number (630)553-4102

Contact Person Jim Smiley

Date of Project 2013 - Present

\*\*\*\*\*

Municipality Village of Plainfield

Address 1440 Coil Plus Drive

City, State, Zip Plainfield, IL 60544

Phone Number (815)436-3577

Contact Person Patrick Miller

Date of Project 2016 - Present

\*\*\*\*\*

Municipality City of Aurora

Address 720 N Broadway

City, State, Zip Aurora, IL 60505

Phone Number (630)256-3680

Contact Person Tim Forbes

Date of Project 2013 - 2024

\*\*\*\*\*

Proposer's Name: Patrick Winninger

Signature & Date:  4/2/24

## PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of proposal 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 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 Proposer is not barred from bidding on the Project, or entering into this Proposal 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 Winner Excavating, Inc.

ADDRESS 8845 Schoger Drive

CITY/STATE/ZIP CODE Naperville, IL 60564

NAME OF CORPORATE/COMPANY OFFICIAL Patrick Winner

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE 

DATE 4/2/24

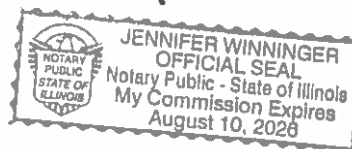
TELEPHONE ( 630 ) 364-8785

FAX No. ( 630 ) 839-2491

Subscribed and Sworn to

Before me this 2 day  
of April, 2024

  
Notary Public



55.

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 24-030

**SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS**

**CONTACT INFORMATION**

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

Customer Service/General Information: Ph: (630)364-8785

To order service:

Name: Patrick Winninger  
Ph: (630)364-8785 Fax: (630)839-2491  
E-mail: pwinninger@winningerexcavating.com

Billing & Invoicing question:

Name: Jennifer Winninger  
Ph: (630)364-8785 Fax: (630)839-2491  
E-mail: jwinninger@winningerexcavating.com

Questions:

Name: Patrick Winninger  
Ph: (630)364-8785 Fax: (630)839-2491  
E-mail: pwinninger@winningerexcavating.com

Proposer's Name: Patrick Winninger

Signature & Date:  4/2/24

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 24-030

**SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS**

**SUB-CONTRACTOR LIST**

**(Please Type)**

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

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

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

Proposer's Name: Patrick Winninger

Signature & Date:  4/2/24

**CITY OF AURORA AGREEMENT  
SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS  
REQUEST FOR PROPOSAL 24-030**

**THIS AGREEMENT**, entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), for the Snow and Ice Control Services on Public Streets for the City of Aurora ("Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Wininger Excavating, Inc. ("Proposer"), located at 8845 Schoger Drive Naperville, IL 60564.

**WHEREAS**, the City issued an Request for Proposal ("RFP") for the Snow and Ice Control Services on Public Streets for the City of Aurora, IL; and

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

**WHEREAS**, on \_\_\_\_\_, the City's awarded a contract to Proposer.

**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 RFP, to the extent it is consistent with the terms of the RFP, 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.

Request for Proposal 24-030

In connection with the RFP 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 RFP 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 Instructions to Proposers and Proposal Specifications, attached hereto as Exhibit 1.

3. **Term.** The contract is for a period of two years beginning \_\_\_\_\_, 2024, with additional two 1-year extensions, subject to mutual consent between the City of Aurora and the Proposer.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

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).

<b>PRODUCER</b> Robertson Ryan & Associates, Inc 1770 Park Street, Suite 210 Naperville IL 60563		<b>CONTACT NAME:</b> Lynn Blaylock <b>PHONE (A/C No. Ext):</b> 16304203400 <b>E-MAIL ADDRESS:</b> lblaylock@robertsonryan.com		
<b>INSURED</b> Winninger Excavating, Inc. 1211 Deer St. Yorkville IL 60560		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> SECURA INSURANCE COMPANIES		22543
		<b>INSURER B:</b> The Travelers Property Casualty Insurance Company		25674
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1713373444

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 WVR	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		TC3323358	11/23/2023	11/23/2024	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A3323359	11/23/2023	11/23/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE		CU3323362	11/23/2023	11/23/2024	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
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 checked="" type="checkbox"/> N	WC3323361	11/23/2023	11/23/2024	<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
B	Leased/Rented Equip		6604R622092	11/23/2023	11/23/2024	any one item	500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Aurora  
Publi Works Engineering  
44 East 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

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

a. **Maximum Price.** In accordance with the RFP, the maximum price for providing the Services shall be in accordance to the 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. Price shall remain firm for the entire contract period.

b. **Schedule of Payment.** The City shall pay the Proposer for the Services in accordance with the amounts set forth in Exhibit 2. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval 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 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 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.

FOR CITY OF AURORA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation)

CORPORATE NAME Winner Excavating, Inc.

(SEAL)

By 

\_\_\_\_\_  
President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Partners doing Business under the firm

\_\_\_\_\_  
Contractor

(If an Individual)

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

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

\_\_\_\_\_  
Contractor

**CITY OF AURORA  
SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS  
REQUEST FOR PROPOSAL 24-030**

**EXHIBIT 1**

**(REQUEST FOR PROPSAL 24-030)**

**CITY OF AURORA  
SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS  
REQUEST FOR PROPOSAL 24-030**

**EXHIBIT 2**

**(PROPOSAL FORMS 24-030)**

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 24-030

**SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS**

**SUBMITTAL CHECKLIST**

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "20-31 Snow and Ice Control Services on Public Streets." In order to be considered responsive, the Proposer must submit all of the following items in their sealed envelope:

- ☒ Proposal Form (Appendix F)
- ☒ \$1,000 Deposit (Cashier's Check or Bond)
- ☒ Schedule 1 – Contractor Qualification Statement (Appendix D)
- ☒ Schedule 2 – List of Municipalities Serviced (Appendix E)
- ☒ Proposer's Certification (Page 1)
- ☒ Proposer's Tax Certification (Page 2)
- ☒ Contact Information (Appendix B)
- ☒ Sub-Contractor List (Appendix C)
- ☒ Proof of Insurance
- ☒ Signed Agreement (Appendix G)