

Bond Number: 2571942**Bid Bond**

KNOW ALL BY THESE PRESENTS, That We, Sinnott Landscape Construction LLC as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in West Bend, Wisconsin, in said State, as Surety, are held and firmly bound unto City of Aurora as Owner, in the full and just sum of One Thousand Dollars (\$1,000.00) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for _____

24-030 Snow and Ice Control Services on Public Streets

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 3 day of April, 20 24

Principal:Sinnott Landscape Construction LLC

Witness: Jennifer Jones Sinnott

By: [Signature] (SEAL)

Name Typed: Stephen A. Sinnott, President

Title

Surety:West Bend Mutual Insurance Company.

Witness: [Signature]

By: Jennifer Jones Sinnott (SEAL)

Name Typed: JENNIFER JONES-SINNOTT

Title

Agency Name: BRIAN FELTES & ASSOCIATES

Address: 2435 DEAN ST. UNIT 2D

ST CHARLES, IL 60175

Phone Number: (630) 762-9090

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. 2571942

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

JENNIFER JONES-SINNOTT

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 3rd day of April, 2024.



Heather Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2024

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 Brian Feltes & Associates, Inc. 2435 Dean Street, Unit 2D St. Charles, IL 60175	CONTACT NAME: Jennifer Jones Sinnott PHONE (A/C No. Ext): 630-762-9090 E-MAIL ADDRESS: jjonesinnott@feltesinsurance.com FAX (A/C No.): 630-762-1311
INSURER(S) AFFORDING COVERAGE	
INSURER A: West Bend Mutual	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20240402060945433

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	A594781	04/15/2023	04/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Fire Legal Liability \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	A594781	04/15/2023	04/15/2024	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	A594781	04/15/2023	04/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
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 Y	N/A	Y	A594803	04/15/2023	04/15/2024	<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

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

Coverage includes additional insured endorsement, waiver of subrogation and primary & non-contributory coverage per contract.

CERTIFICATE HOLDER

City of Aurora
44 E Downer Pl
Aurora IL 60507

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2024

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 Brian Feltes & Associates, Inc. 2435 Dean Street, Unit 2D St. Charles, IL 60175	CONTACT NAME: Jennifer Jones Sinnott PHONE (A/C, No, Ext): 630-762-9090 FAX (A/C, No): 630-762-1311 E-MAIL ADDRESS: jjonesinnott@feltesinsurance.com
INSURED Sinnott Landscape Construction, LLC 1551 Cherry Rd Oswego IL 60543	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15350

COVERAGES

CERTIFICATE NUMBER: 20240402060827920

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	A594781	04/15/2024	04/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Fire Legal Liability \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" 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	Y	Y	A594781	04/15/2024	04/15/2025	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 type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N	N	A594781	04/15/2024	04/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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 Y	N/A	Y	A594803	04/15/2024	04/15/2025	<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

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

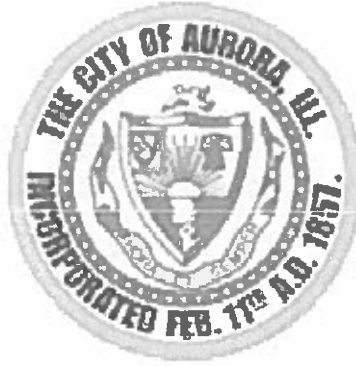
Coverage includes additional insured endorsement, waiver of subrogation and primary & non-contributory coverage per contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Aurora
44 E Downer Pl
Aurora IL 60507

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



Request for Proposal 24-030

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS FOR THE CITY OF AURORA

PROPOSALS DUE

**Wednesday, April 3, 2024
at 2:00 p.m.**

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

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 24-030

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
	Invitation	iii
	Proposer's Certification	01
	Proposer's Tax Certification	02
 <i>INSTRUCTIONS TO PROPOSERS</i>		
01	Requirements of Proposer	03
02	Acceptance of Proposals	03
03	Receipt of Proposals	04
04	Withdrawal of Proposals	04
05	Proposal Deposit	04
06	City's Agent	05
07	Investigation	05
08	Proposer Capability	05
09	Award	06
10	Payment	06
11	Prices	06
12	Taxes	07
13	Interpretation or Correction of Proposal Documents	07
14	Default	07
15	Warranty	07
16	Regulatory Compliance	07
17	Cancellation	08
18	Signatures	08
19	Eligibility	08
20	Data	08
21	Compliance with Laws and Regulations	08
22	Bonds and Insurance	09
23	Permits and Licenses	09
24	Protection and Restoration of Public and Private Property	09
25	Insurance and Hold Harmless Provision	09
26	Workers Compensation Act	10
27	Minority Participation	10
28	Subletting or Assignment of Work	11
29	Prosecution of Work	11
30	Medical and Emergency Services	11
31	Time	11
32	Questions	12

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 24-030

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
<u>APPENDIX A</u>		
<i>PROPOSAL SPECIFICATIONS</i>		
Section 1	Project Introduction and Purpose	01
Section 2	Minimum Qualifications	01
	General Requirements	02
	Illinois Non-Appropriation Clause	02
	Termination for Cause	02
	Response Instructions	03
	Format for Submission	03
	Examination of Service Area	04
	Proposal Content	04
Section 3	Scope of Work	04
	Equipment	05
	Personnel	05
	General Provisions	06
Section 4	Award of Contract	06
APPENDIX B	Contact Information	
APPENDIX C	Sub-Contractor List	
APPENDIX D	Schedule 1 – Contractor Qualification Statement	
APPENDIX E	Schedule 2 – List of Municipalities	
APPENDIX F	Proposal Form	
APPENDIX G	Agreement	
APPENDIX H	Proposal Submittal Checklist	



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

The City of Aurora is seeking proposals for professional services in compliance with City Code Ordinances for Snow and Ice Control Services on Public Streets.

Scope of work includes the Contractor providing snow and ice control services on public streets that the City of Aurora maintains when directed by the Superintendent of Streets, or Designee, as needed due to winter weather. The City intends to enter into a contract with qualified and responsible contractors to perform such services. The City reserves the right to award the proposals individually or cumulatively to qualified and responsible Proposers.

Attached please find specifications and other pertinent documents necessary for you to respond to this request for proposal.

Sealed proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507-2067 until **2:00 pm, CST, Wednesday, April 3, 2024**. Proposals will be opened and read publicly to determine proposals for the anticipated above-named purchase via a non-mandatory teleconferenced live stream, access details to be provided to all planholders.

The contract shall be for an initial period of two (2) years. Upon mutual agreement, the City may grant two (2) additional one-year extensions of this agreement for a total of four (4) years. **The City reserves the right to award individually or cumulatively to qualified and responsible proposers.**

All proposals are to be submitted on the request for proposal forms provided entitle: "Request for Proposal Snow and Ice Control Services on Public Streets for the City of Aurora."

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "24-030 Request for Proposal for Snow and Ice Services on Public Streets for the City of Aurora." **The outside of the envelope must also be clearly labeled with proposer company name and address.**

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until **8:00 am, March 25, 2024**. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 4:00 pm, Wednesday, March 27, 2024. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after the March 25, 2024 8:00 am cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

Any Proposer who owes the City money may be disqualified at the City's discretion.

A proposal deposit of \$1,000 will be required.

Sufficient proof of liability and workmen's compensation must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora encourages minority business firms to submit proposals and encourages the successful firm to utilize minority businesses as applicable.

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 proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the proposal 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.

CITY OF AURORA

Jolene Coulter
Director of Purchasing

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 Sinnott landscape Construction LLC

ADDRESS 1551 Cherry rd

CITY/STATE/ZIP CODE Oswego IL 60543

NAME OF CORPORATE/COMPANY OFFICIAL Stephen Sinnott
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE 

DATE _____

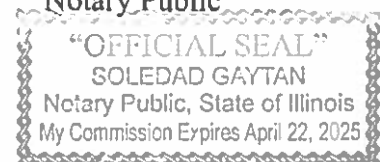
TELEPHONE (____) _____

FAX No. (____) _____

Subscribed and Sworn to

Before me this 3rd day
of April, 2024


Notary Public



STATE OF ILLINOIS)
)
County of Kane) ss.

PROPOSER'S TAX CERTIFICATION

(PROPOSER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from bidding 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 Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

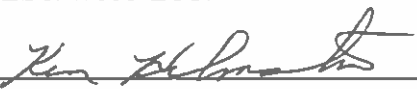
DATED this 3rd day of April, 2024.

By 
(Signature of Proposer's Executing Officer)

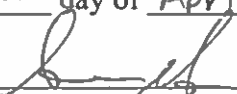
Stepherl Snirott
(Print name of Proposer's Executing Officer)

President
(Title)

ATTEST/WITNESS:

By 
Title Market President

Subscribed and sworn to before me this
3rd day of April, 2024.


Notary Public

(SEAL)

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

INSTRUCTIONS TO PROPOSERS

01. REQUIREMENTS OF PROPOSER

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Request for Proposal Package; and (b) execute a performance bond necessary for surety acceptable to the City of Aurora in the amount of five thousand dollars (\$5,000.00) and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the Work and to include the protection of the City from all liens and damages arising out of the Work; and (c) carry work and carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF PROPOSALS

- a. Proposer must submit an original proposal response, marked as "original" and one (1) complete paper copy, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.
- b. Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the proposer to a Proposal. Name of person signing should be typed or printed below the signature.

Envelopes containing proposals must be sealed and addressed to the City of Aurora City Clerk. The name and address of the proposer and the RFP Number must be shown in the upper left corner of the envelope.

- c. The City of Aurora reserves the right at any time and for any reason 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. Proposer agrees to accept a notice of award, if selected, based on the terms of this 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 Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.

- d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the proposal, will also be considered. No Proposal will be considered unless the Proposer 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 Proposal and execute the Work should the Proposal be awarded to them. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Proposal.

The Proposal will be awarded to the lowest responsive responsible Proposer. In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, 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 Proposer 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 Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF PROPOSALS

- a. It is suggested that Proposers allow a minimum of four (4) days for delivery through U.S. mail, or proposals may be delivered to the Office of the City Clerk. Overnight courier is acceptable provided timely receipt of Proposals. The City shall not be responsible for late delivery of your Proposer by a third-party courier. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that their Proposal is received in the proper time.
- b. Any Proposal received by the Office of the City Clerk **after 2:00 p.m. on Wednesday, April 3, 2024** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF PROPOSALS

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened. Proposers may not withdraw their proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its proposal by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received by the City Clerk prior to the proposal due date. No proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

05. PROPOSAL DEPOSIT

A proposal deposit of \$1,000 will be required.

06. CITY'S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the Request for Proposal and contract in conjunction thereto.

07. INVESTIGATION

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the proposal. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer 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 Proposer.

Each Proposer submitting a proposal is responsible for examining the complete Request for Proposal 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 Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the proposal, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed himself, because of his failure to have so informed himself prior to submitting the proposal. The submission of a proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Request for Proposal documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its proposal for all contingencies.

08. PROPOSER CAPABILITY

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

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

09. AWARD

It is the intent of the City to award the proposal to the lowest responsive responsible proposer 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 specifications; (b) price; (c) qualifications of the proposer, 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.

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

The contract shall be for the period of two (2) years. Upon mutual agreement, the City may grant two (2) additional one-year extensions of this agreement for a total of four (4) years. **The City reserves the right to award individually or cumulatively to qualified and responsible proposers.**

10. 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.*). **Invoices for services rendered are to be submitted within five (5) business days after a completed snow event.**

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.

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

PurchasingDL@aurora-il.org

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!*** Please contact our office to get set up.

11. PRICES

- a. Unit prices shall be shown for at an hourly flat rate for each piece of equipment including driver/operator.
- b. 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.

- c. 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.
- d. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Proposal or his authorized representative must initial any alteration in ink.)
- e. The Superintendent of Streets, or Designee, shall determine scheduled and unscheduled call outs. Payment to contractors will be calculated by time according to the equipment in the field during the operation on an hourly basis, based on the Proposal rate for each piece of equipment in use for the City of Aurora. The City reserves the right to determine the start and end time of any call outs.

12. 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.

13. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

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

14. DEFAULT

Time is of the essence of this proposal 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 Proposal by notice effective when received by Proposer, 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 Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

15. WARRANTY

Proposer 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, Proposer 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.

16. REGULATORY COMPLIANCE

Proposer 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.

17. CANCELLATION

The City reserves the right to cancel the whole or any part of the Proposal if the Proposer fails to perform any of the provisions in the Request for Proposal or fails to make delivery within the time stated. The Proposer 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.

18. SIGNATURES

Proposals must be signed by the Proposer with his/her usual signature. 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. 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. All signatures must be in ink.

When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said 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 Proposer, such corporation must present evidence before any Proposal is executed that it is authorized to do business in the State of Illinois. Proposals 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, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. 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 Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

19. ELIGIBILITY

By signing this proposal, the Proposer hereby certifies that they are not barred from bidding on this RFP 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).

20. DATA

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

21. COMPLIANCE WITH LAWS AND REGULATIONS

The Proposer 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, 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 RFP shall be governed by and construed according to the laws of the State of Illinois.

22. BONDS AND INSURANCE

The Proposer awarded the contract will be required to furnish Performance Bond of \$5,000.00 and may be required to furnish a Payment Bond, along with Public Liability Insurance and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

23. PERMITS AND LICENSES

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

24. PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, street and curbs, sidewalk, grass, mailboxes, and utilities on or adjacent to the work site. **Any damage shall be immediately reported to the Superintendent of Streets, Designee, or Snow Command Staff via email or by phone, on the day of the occurrence. Within five (5) business days, the Contractor shall be responsible to produce and submit a written statement to the Superintendent of Streets 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. The City reserves the right to 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.

25. INSURANCE AND HOLD HARMLESS PROVISION

At the Proposer's expense, the Proposer shall secure and maintain in effect throughout the duration of this Proposal, insurance of the following kinds and limits to cover all locations of the Proposer's operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Proposal, 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 Proposal 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 Proposer 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 Proposer 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 Proposer or his Subcontractors. The Proposer 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.

26. WORKERS COMPENSATION ACT

The Proposer 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 Proposer 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 Proposer 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 RFP, and any and all liability resulting thereupon; and said Proposer, 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 Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

27. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Proposers and encourages the successful Proposer to utilized minority businesses as sub-contractors for supplies, equipment, services and construction.

28. SUBLETTING OR ASSIGNMENT OF WORK

If the Proposer 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 Superintendent of Streets, or his Designee, shall be with the Proposer; 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 Superintendent of Streets, or his Designee, 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 Superintendent of Streets, or his Designee, the Proposer 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 Proposer or by such other party or parties as are approved by the Superintendent of Streets or his Designee, in the manner and subject to all of the requirements specified in the contract.

29. PROSECUTION OF WORK

Contractors shall respond by phone to call from the Superintendent of Streets, Designee, or City Snow Command Staff within ten (10) minutes after being called. If directed, the contractor shall respond to the job location within forty-five (45) minutes. The work shall be conducted in such a manner and with sufficient materials and equipment as is considered necessary to insure its completion.

This work will be accomplished on utilizing specifications under the direction of City Snow Command Staff:

- All snow to be plowed from the center line to the curb, or edge of the road.
- All corners to be pushed back unless directed otherwise.

The Contractors shall provide Snow and Ice Control Services on Public Streets within a forty-five (45) minute response time to the job location. The starting time begins when the Contractor arrives on the actual job location and contacts the City Snow Command Staff by phone of their arrival.

30. MEDICAL AND EMERGENCY SERVICES

Contractor agrees to provide to all persons employed in the performance of the contract all necessary first aid, medical, surgical and hospital services as required by the laws of the State of Illinois from time to time in force.

31. TIME

Proposer shall schedule its Work to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agents, employees, Proposers and subcontractors. Proposer 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, Proposer or subcontractors.

32. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until **8:00 am, Monday, March 25, 2024**. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 4:00 pm, Wednesday, March 27, 2024. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 25, 2024 8:00 am cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

It is the responsibility of the interested proposer to check our website and ensure they have received addendum, if any issued, and acknowledge such receipt where indicated.

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

PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

Proposers are required to read and understand all information contained within the entire Request for Proposal package. By responding to this RFP, the Proposer agrees to have read and understand these documents. The City reserves the right to award the proposals individually or cumulatively to qualified and responsible Proposers.

Purpose: The City of Aurora, hereinafter (“City”), located in Kane, DuPage, Kendall and Will Counties, Illinois, is seeking proposals for the provision of professional services for Snow and Ice Control Services on Public Streets that the City of Aurora maintains, when directed by the Superintendent of Streets, or Designee, as needed, to establish a list of eligible contractors.

The contract shall be for an initial period of two (2) years. Upon mutual agreement, the City may grant two (2) additional one-year extensions of this agreement for a total of four (4) years.

Any firm (hereinafter “Contractor”) desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

Section 2. Minimum Qualifications

The following are minimum requirements that the vendor must meet in order to be eligible to submit a proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications. Each specification included in this package describes the services which the City feels is necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Contractor. The specification is not intended to exclude potential Contractors.

Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed and a justification shall be stated for such alternatives.

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations

prior to reaching a decision on the awarding of a contract. The City shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality or service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

The RFP documents clearly identify certain issues where the City has left specification language open, or where the City will consider alternatives. In these areas the City is instead soliciting proposals for further consideration, and may include specification language in some form in this contract. However, the City reserves the right to determine which specification language will be included.

General Requirements

Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the proposer to a Proposal. Name of person signing should be typed or printed below the signature.

The awarded proposer shall be issued a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

Termination for Cause:

This Proposal may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Proposal is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this RFP shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this RFP is terminated due to the City's substantial failure to perform, the Proposer shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Proposer's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Proposer for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Proposer will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

Response Instructions

Proposer must submit an original proposal response, marked as "original" and one (1) complete paper copy via mail, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

Sealed proposals will be accepted until **2:00 pm, Wednesday, April 3, 2024** at the following address:

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

The City shall not be responsible for late delivery of your Proposal by a third-party courier. There will be no exceptions!

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until **8:00 am, Monday, March 25, 2024**. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 4:00 pm, Wednesday, March 27, 2024. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 25, 2024 8:00 am cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

It is the responsibility of the interested proposer to check our website and ensure they have received addendum, if any issued, and acknowledge such receipt where indicated.

PROPOSALS MAY NOT BE SUBMITTED ELECTRONICALLY.

Format for Submissions

A properly-prepared proposal shall consist of all price quotation sheets, accompanying schedules containing the required information as listed in the checklist, and a narrative presentation (the length of which shall be at the Contractor's discretion), accompanied by a signed cover letter of submittal on the Contractor's letterhead. The signed cover letter accompanying the proposal must be from an officer or employee having the authority to bind the Contractor by signature. The narrative may comment on any specification or part of the RFP documents. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration.

All blanks on the price quotation sheets and schedules must be correctly filled-in, using ink or entered in typed form. Any erasers or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant blank on the price quotation sheets must have the words "No quotation" entered thereupon, and/or the "No" column marked.

All commentary in the narrative where the Contractor addresses specifications, should refer to the Section and Subsection letter and number where appropriate, and should be discussed sequentially insofar as is possible.

Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, and all other relevant matters pertaining to the service required to be provided under the enclosed specification, including, but not limited to, all other factors which would affect execution and completion of the work covered by this proposal.

Proposal Content

Proposals shall be prepared on standard 8.5" x 11" letter-sized paper. All responses shall be typed legibly and shall be double-spaced or one and one-half spaced. Contractors should use supplemental sheets as necessary to supply information.

No proposals or materials will be returned to any potential Contractor.

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

- a. A list of areas or municipalities in the State of Illinois for which the Contractor furnishes or has furnished snow and ice control services on public streets for a period of at least one (1) year within the last three (3) years. Use form located on Appendix E. The city reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.
- b. Cost per hour for vehicles/equipment used. Use the form located on Appendix F.
- c. List of Sub-Contractors, if any, used for completion of this project. Use the form located on Appendix C.
- d. A qualification statement. Use the form located on Appendix D.

Section 3. Scope of Work

The Contractor's shall provide Supplemental Snow Removal Services as deemed necessary by the City of Aurora Superintendent of Streets or his Designee. Work will include Snow and Ice Control Services on Public Streets, due to winter weather, from streets that the City of Aurora maintains, on assigned routes, to make all streets safe and accessible for vehicles properly equipped for winter driving conditions during and after a storm, or from any other city owned or maintained properties as needed.

This work will be accomplished within the following specifications:

- All snow to be plowed from the center line to the curb, or edge of the road.
- All corners to be pushed back unless directed otherwise.

- All equipment or trucks carrying salt to be unloaded by the driver/operator at one of the specified City of Aurora salt dome locations at the end of a snow event.
- All salt loaded into a truck or equipment must be checked by the driver/operator prior to leaving. This may include utilizing one of our designated platforms to get on top of the truck to remove any large size salt boulders or any other material that may pose a hazard while operating.
- Any deicing liquid may need to be applied by use of a hand wand to deliver the liquid product. It will be the responsibility of the driver/operator to apply the liquid.
- All personal protection equipment (PPE) is the responsibility of each driver/operator.
- All drivers/operators are to keep a copy of their assigned routes and maps with them during snow operations for the purposes of updating the City Snow Command staff.

The Contractors shall respond to a snow call out within a forty-five (45) minute response time to the job location. The starting time begins when the Contractor arrives at the actual job location and contacts the City Snow Command Staff by phone of their arrival.

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, street and curbs, sidewalk, grass, mailboxes, and utilities on or adjacent to the work site. Any damage shall be immediately reported to the Snow Command Staff, Superintendent of Streets, or Designee, **on the day of the occurrence. Within five (5) business days, the Contractor shall be responsible to produce and submit a written statement to the Superintendent of Streets 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. The City reserves the right to 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.

The Contractor shall provide at least two (2), 24-hour telephone number(s) or pager(s), with a 10-minute response answer, to the Superintendent of Streets, Designee, or City Snow Command Staff.

All Contractors selected and designated to provide Snow and Ice Control Services on Public Streets shall be listed on a roster to be kept by the Superintendent of Streets, Designee, or Snow Command Staff.

The Contract shall be for the period of two (2) years. The City, upon mutual agreement with the Contractor, may grant two additional one-year extensions for up to four (4) total years.

Equipment

The Contractor in the course of performing Snow and Ice Control Services shall furnish trucks that are 5 yard single axle dump trucks, with 6 yard capacity salt spreaders and 11 foot reversible plows, or tandem axle 12 yard dump trucks with 8 yard V-box salt spreaders and 11 foot reversible plows, or equipment as approved by the Superintendent of Streets or Designee. All maintenance of contractors and subcontractors' equipment, shall be at their expense.

Contractor trucks will require a GPS unit, supplied, installed, and paid for by the City of Aurora.

Contractor shall attach/display on their trucks temporary signage provided by the City of Aurora.

Contractor shall not be absent from assigned snow route during snow/ice event for one (1) hour or more without providing like replacement vehicle/equipment.

Personnel

The Contractor shall employ licensed, skilled, and competent drivers/operators. Only workers expert in their respective branches of work shall be employed where special skills are required.

The Contractor must supervise 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 Snow Command staff during a snow/ice control event.

The Contractor shall be responsible for rotating their drivers throughout an extended snow event. The drivers are responsible for contacting City Snow Command Staff about their timing out, and a new driver timing in.

The Contractor and their drivers shall adhere to FMCSA and IL DOT rules and regulations.

General Provisions

It is agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right, and the City reserves the right to grant to others the privilege and right to conduct Snow and Ice Control Services on Public Streets as needed.

The Contractor assures the City that an affirmative action program has been implemented as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the ground of race, creed, color, national origin or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures the City that no person shall be excluded base upon the foregoing grounds, from participating in or receiving the services or benefits of any program or activity covered by the foregoing Subpart. The Contractor assures the City that they will require that any of their sub organizations will provide assurance to the Contractor that they too, will undertake affirmative action programs and that they will require assurance from any of their sub organizations, as required by 14 CFR Part 152, Subpart E.

Section 4. Award of Contract

Upon the concurrence of the City, responsible Contractors whose proposal will be on an overall basis most advantageous to the City will be added to a list of eligible contractors for the City of Aurora. Price, conformance to specifications, and other performance factors will be considered as elements of a responsible proposal at the sole discretion of the City.

The contract shall be for an initial period of two (2) years. Upon mutual agreement, the City may grant two (2) additional one-year extensions of this agreement for a total of four (4) years.

The City intends to establish a list of qualified and responsible contractors to perform such services. The City reserves the right to award the proposals individually or cumulatively to qualified and responsible Proposers.

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: 630-800-5526

To order service:

Name: Stephen Sinnott
Ph: 630-800-5526 Fax: N/A
E-mail: Sinnottlandscapeconstruction@gmail.com

Billing & Invoicing question:

Name: Stephen Sinnott
Ph: 630-800-5526 Fax: N/A
E-mail: Sinnottlandscapeconstruction@gmail.com

Questions:

Name: Stephen Sinnott
Ph: 630-800-5526 Fax: N/A
E-mail: Sinnottlandscapeconstruction@gmail.com

Proposer's Name: Stephen Sinnott

Signature & Date:  4/3/24

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 24-030

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS


SUB-CONTRACTOR LIST

(Please Type)

Company No Sub-Contractors needed
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

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

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

Proposer's Name: Stephen Sinnott
Signature & Date:  4-3-24

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: Stephen Sinnott

Name of Firm: Sinnott Landscape Construction LLC

Address: 1551 Cherry rd
Oswego IL 60543

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

Telephone: 630-800-5526

Fax: N/A

Years your organization has been in business? 5

Years the organization has been under its present name? 5

Under what other or former names has your organization operated?

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:

15 + years in snow & ice
removal services

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

Brian Feltes Associates, Inc
Jen Sinnott 2435 Dean St
2D
St. Charles
IL 60175

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: 3/19/19

b. State of incorporation: IL

c. President's name: Stephen Sinnott

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?

IL - landscape, snow removal
Filed in IL

List three trade references:

Siteone Landscape Supply
Kendall County Concrete
Grainco F/S Dave

List at least two bank references:

Allied First Bank Oswego IL
Byline Bank Oswego IL

Dated at 8:07 AM this 3rd day of April, 2024
Page 1 Appendix D

Schedule 2
List of Illinois Municipalities Serviced

(Please Type)
Municipality _____ N/A _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 24-030

SNOW AND ICE 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: Stephen Sinnott

- 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. X, No. X, No. X, (Vendor to acknowledge addenda here.)

Proposer's Name: Stephen Sinnott
Signature & Date:  4-3-2024

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:

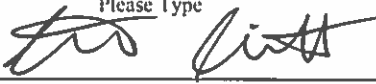
SUBMITTED BY

COMPANY Sinnott landscape Construction LLC

ADDRESS 1551 Cherry rd

CITY, STATE, ZIP OSwego IL 60543

PREPARER'S NAME Stephen Sinnott

AUTHORIZED SIGNATURE  President
Please Type Title

EMAIL Sinnottlandscapeconstruction@gmail.com

PHONE # (630) 800-5526 FAX # () DATE 4/3/24

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 1551 Cherry rd
oswego IL 60543

(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 Sinnott landscape construction LLC
Signed by , President

Business Address 1551 Cherry rd
oswego IL 60543

Insert (President) Stepherl Sinnott

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	2008/Int/7400	1	\$150
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow	2007/Int/7400	1	\$150
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow	2016 Peterbilt 348	1	\$167

Proposer's Name: Stephen Sinnott

Signature & Date:  4/3/24

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	2008 / int / 7400	1	\$150
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow	2007 / int / 7400	1	\$150
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow	2016 Peterbilt 348	1	\$167

Proposer's Name: Stephen Sinnott

Signature & Date:  4/3/24

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	2008 / Int / 7400	1	\$ 153
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow	2007 / Int / 7400	1	\$ 153
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow	2016 Peterbilt 348	1	\$ 170

Proposer's Name: Stephen Smnott

Signature & Date:  4/3/24

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	2008/int/7400	1	\$ 153
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow	2007/int/7400	1	\$ 153
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow	2016 Peterbilt 348	1	\$ 170

Proposer's Name: Stephen Sinnott

Signature & Date:  4/3/24

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

THIS AGREEMENT, entered on this 3rd day of April, 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 Stephen Sinnot ("Proposer"), located at 1551 Cherry rd Oswego IL 60543.

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 4/3/24, 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 April 3rd, 2024, with additional two 1-year extensions, subject to mutual consent between the City of Aurora and the Proposer.

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 Sinnott Landscape Construction LLC

(SEAL)

By Stephen Sinnott
President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

Contractor (SEAL)

**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)