

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-12

**ASPHALT MATERIALS PURCHASE PROGRAM
FOR THE CITY OF AURORA**

BID SUBMITTAL CHECKLIST

Each Bid Must Be Placed In An Envelope, Sealed, And Clearly Marked On The Outside: **“22-12 ASPHALT MATERIALS PURCHASE PROGRAM FOR THE CITY OF AURORA.”** In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

1. ~~BMBL~~ Bidder's Certifications (Page 01)
2. ~~BMBL~~ Bidder's Tax Certification (Page 02)
3. ~~BMBL~~ Bid Proposal Form (Appendix D)
4. ~~BMBL~~ Contact Information (Appendix B)
5. ~~BMBL~~ Contract (Appendix F)
6. ~~BMBL~~ Reference List (Appendix C)
7. ~~BMBL~~ Local Preference Vendor Application (Appendix G)

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Superior Asphalt Materials
ADDRESS PO Box 998
CITY/STATE/ZIP CODE Aurora, Ill. 60507
NAME OF CORPORATE/COMPANY OFFICIAL Mike Bryan
PLEASE TYPE OR PRINT CLEARLY
TITLE Vice President
AUTHORIZED OFFICIAL SIGNATURE _____

DATE 2/14/2022
TELEPHONE (630) 892-4357
FAX No. (630) 892-7738

Subscribed and Sworn to
Before me this 14th day
of February, 2022
Beth Brusveen Conley
Notary Public



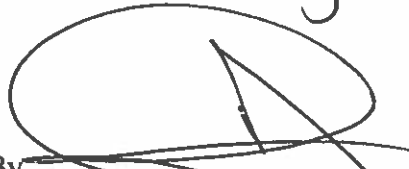
STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER'S TAX CERTIFICATION

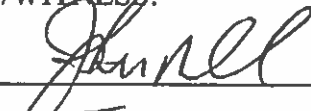
(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the BIDDER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 14th day of February, 2022.

By 
(Signature of Bidder's Executing Officer)
Mike Bryan
(Print name of Bidder's Executing Officer)
Vice President
(Title)

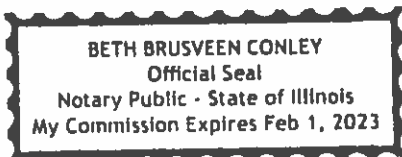
ATTEST/WITNESS:

By 
Title Treasurer

Subscribed and sworn to before me this 14th day of February 2022.

Beth Brusveen Conley
Notary Public

(SEAL)



CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-12

ASPHALT MATERIALS PURCHASE PROGRAM
FOR THE CITY OF AURORA

BID PROPOSAL FORM

Bid Due Date & Time: 2:00 p.m. CST, Wednesday, February 23, 2022

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: Mike Bryan

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Bid documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.
 - A. The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

No._____, No._____, No._____, (Vendor to acknowledge addenda here.)
 - B. To be prepared to execute a contract with the City within ten (10) calendar days after approval by Aurora City Council.

Company Name:

Superior Asphalt materials

Signature & Date:

2/14/2022

**CITY OF AURORA
 BID PROPOSAL FORM
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 ASPHALT MATERIAL PURCHASE PROGRAM
 FOR THE CITY OF AURORA**

Bids submitted and approved will be used to establish a list of unit prices for the items listed. Unit prices shall be submitted for all of the items of work listed and shall remain effective until the end of the 2025 calendar year with three one-year extensions based on mutual agreement between the Contractor and the City of Aurora.

Potential providers must be within a 10 mile radius of the City of Aurora. Contractor will not deliver materials but will allow for pick up during normal business hours.

I/We propose to furnish material as specified at the following purchase price:

2022

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Hot-Mix Asphalt Binder Course IL-19.0, N50	Ton	\$58.50
2.	Hot-Mix Asphalt Surface Course Mix "D", N50	Ton	\$62.50
3.	Cold Mix	Ton	\$140.00
4.	Sylvax UPM	Ton	\$144.50
5.	Prime (5 gallon pails)	Each	\$65.00

DISPOSAL FEES PER LOAD:

Materials	SEMI TRUCKLOAD	6-WHEEL TRUCKLOAD	4-WHEEL TRUCKLOAD
Clean and broken asphalt	N/C	N/C	N/C
Clean and broken concrete	N/C	N/C	N/C

BID SUBMITTED BY

Company Name: Superior Asphalt & Materials
 Signature & Date: [Signature] 2/14/22

**CITY OF AURORA
 BID PROPOSAL FORM
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2023

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Hot-Mix Asphalt Binder Course IL-19.0, N50	Ton	To Be Determined Not to Exceed
2.	Hot-Mix Asphalt Surface Course Mix "D", N50	Ton	1090
3.	Cold Mix	Ton	↓
4.	Sylvax UPM	Ton	
5.	Prime (5 gallon pails)	Each	

DISPOSAL FEES PER LOAD:

Materials	SEMI TRUCKLOAD	6-WHEEL TRUCKLOAD	4-WHEEL TRUCKLOAD
Clean and broken asphalt	To Be Determined. →		
Clean and broken concrete	Not to Exceed 10% →		

2024

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Hot-Mix Asphalt Binder Course IL-19.0, N50	Ton	To Be Determined Not to Exceed.
2.	Hot-Mix Asphalt Surface Course Mix "D", N50	Ton	1090
3.	Cold Mix	Ton	↓
4.	Sylvax UPM	Ton	
5.	Prime (5 gallon pails)	Each	

DISPOSAL FEES PER LOAD:

Materials	SEMI TRUCKLOAD	6-WHEEL TRUCKLOAD	4-WHEEL TRUCKLOAD
Clean and broken asphalt	To Be Determined. →		
Clean and broken concrete	Not to Exceed 10% →		

2025

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Hot-Mix Asphalt Binder Course IL-19.0, N50	Ton	to Be Determined Not to
2.	Hot-Mix Asphalt Surface Course Mix "D", N50	Ton	Exceed 10%
3.	Cold Mix	Ton	↓ ↓ ↓
4.	Sylvax UPM	Ton	
5.	Prime (5 gallon pails)	Each	

DISPOSAL FEES PER LOAD:

Materials	SEMI TRUCKLOAD	6-WHEEL TRUCKLOAD	4-WHEEL TRUCKLOAD
Clean and broken asphalt	To Be Determined		→
Clean and broken concrete	Not to Exceed 10%		→

BID SUBMITTED BY

Company Name:

Superior Asphalt materials

Signature & Date:

2/14/2022

**CITY OF AURORA
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Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

BID SUBMITTED BY

COMPANY Superior Asphalt materials.

ADDRESS P.O. Box 998

CITY, STATE, ZIP Aurora, Ill. 60507.

PREPARER'S NAME Beth Conley
Please Type

CONTRACT PERSON Mike Brian
Please Type

AUTHORIZED SIGNATURE  Title

PHONE # (630) 892-4357 FAX # (630) 892-7738

EMAIL ADDRESS bethc@superiorasphalt DATE 2/14/2022
materials.com

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-12

ASPHALT MATERIALS PURCHASE PROGRAM
FOR THE CITY OF AURORA

CONTACT INFORMATION

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

Customer Service/General Information: Ph: Beth Conley
(630) 699-5962

To place an order:

Name: Beth Conley
Ph: (630) 699-5962 Fax: (630) 892-5190
E-mail: bethc@superiorasphaltmaterials.com

Billing & Invoicing question:

Name: Bobbi Sadnavitch
Ph: 630-892-4357 Fax: 630-892-7738
E-mail: bobbi.s@genevaconstruction.net

Questions:

Name: Beth Conley
Ph: 630-699-5962 Fax: (630) 892-5190
E-mail: bethc@superiorasphaltmaterials.com

Bidder's Name: Superior Asphalt materials
Signature & Date: Beth Conley 2/14/2022

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-12

ASPHALT MATERIALS PURCHASE PROGRAM
FOR THE CITY OF AURORA

CONTRACT

THIS AGREEMENT, entered on this ____ day of _____, 2022, for the Asphalt Materials Purchase Program at various locations throughout Aurora, Illinois ("Services") is entered into between the CITY OF AURORA ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Superior Asphalt Materials ("Contractor"), located at 216 E. Butterfield Rd, North Aurora.

WHEREAS, the City issued an Invitation to Bid ("Bid") on _____ for the Asphalt Materials Purchase Program for the City of Aurora, IL, and

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

WHEREAS, on _____, 2022, the City awarded a contract to Superior Asphalt Materials.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Contract Agreement Documents.** The Agreement shall be deemed to include this document, Contractor's response to the Bid, to the extent it is consistent with the terms of the Invitation to Bid, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

**Bid 22-12 ASPHALT MATERIALS PURCHASE PROGRAM
FOR THE CITY OF AURORA**

In connection with the Bid Proposal and this Agreement, Contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the Bid Proposal and this Agreement is truthful and correct. Contractor 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.** Contractor shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. **Term.** The contract shall be for the period of one year with the option to renew for three one year periods based on mutual agreement between the bidder and the City of Aurora, unless sooner terminated in accordance with the terms contained herein, and ends upon completion of the services.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Contractor's Bid Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the Bid Proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. **Schedule of Payment.** The City shall pay the Contractor for the Services in accordance with the amounts set forth in Exhibit 2. The Contractor 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 thirty (30) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice, where applicable.

5. **Performance of Services.**

Standard of Performance. Contractor 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. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor 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. Contractor 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 Contractor 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 Contractor from the responsibilities set forth herein.

Notwithstanding the foregoing, Contractor shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Contractor the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Contractor's performance of Services as set forth in this Agreement.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor 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 Contractor only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor 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 Contractor 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 Superior Asphalt Materials LLC

(SEAL)

By 
President - Contractor
Treasurer

ATTEST:


Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____ (SEAL)

_____ (SEAL)
Contractor

CITY OF AURORA, ILLINOIS
INVITATION TO BID 22-12

ASPHALT MATERIALS PURCHASE PROGRAM
FOR THE CITY OF AURORA

REFERENCES

(Please Type)
Organization City of Aurora.
Address 44 East Downer Place.
City, State, Zip Aurora, IL. 60507.
Phone Number 630-256-3200.
Contact Person John Hoffman.
Date of Project 2021

Organization City of Batavia. *****
Address 200 N. Raddant Rd.
City, State, Zip Batavia, IL. 60510.
Phone Number 630-454-2421
Contact Person Scott Haines.
Date of Project 2021

Organization City of Wheaton. *****
Address 820 W. Liberty.
City, State, Zip Wheaton, IL. 60187.
Phone Number 630-260-2118.
Contact Person Maria.
Date of Project 2020-2021

Bidder's Name: Superior Asphalt materials.
Signature & Date: Besta Conley 2/14/22



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, approved August 28, 2018.

- 1) Date Submitted: 4/3/2019
2) Name of Business: Superior Asphalt Materials
3) Address of Local Office: 1350 Aurora Ave.
4) City, State, Zip: Aurora, IL 60505
5) Company's Web Address: genevaconstruction.net
6) Phone: 630-892-4357 Fax: 630-892-7738
7) County your Local Business is Located In: Kane

Submitted By (Signature): [Signature]
Print Name and Title: Michael P. Bruan
Email Address: mikeb@genevaconstruction.net

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected. Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507
Or email to: PurchasingDL@Aurora-il.org

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

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

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____