

CITY OF AURORA, ILLINOIS
INVITATION TO BID 17-21

**SITE IMPROVEMENT PLANS FOR
PARKING LOT M MAINTENANCE
FOR THE CITY OF AURORA**

BID PROPOSAL FORM

Bid Due Date & Time: 2:00 p.m. CST, Wednesday, April 26, 2017

**To: City of Aurora
City Hall Building
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: Schroeder Asphalt Services, Inc.

- 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. 1, 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: Schroeder Asphalt Services, Inc.

Signature & Date:  / Ronald Schroeder / President 4/26/17

CITY OF AURORA, ILLINOIS
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**SITE IMPROVEMENT PLANS FOR
PARKING LOT M MAINTENANCE
FOR THE CITY OF AURORA**

BID PROPOSAL FORM

Schroeder Asphalt Services, Inc.
(NAME OF BIDDER)

815/923-4380
(PHONE #)

Kyle Joustra - kyle@schroederasphalt.com
(EMAIL ADDRESS)

BID FOR: 17-21 PARKING LOT M MAINTENANCE
PROJECT ADDRESS: Aurora Regional Fire Museum
N. Broadway Avenue
Aurora, IL 60505

FOR:
City of Aurora
44 E. Downer Place
Aurora, IL 60505

The Undersigned, having carefully examined the Contract Documents, Addenda thereto, and other data as presented by the Consultant WBK Engineering, LLC, 8 E. Galena Blvd., Aurora, IL 60506, and has become familiar with all conditions affecting the work, hereby propose to furnish everything required for the completion of the above named Project, all in accordance with all applicable laws at the place of the work. Contractor shall be responsible for complying with all applicable licensing and patent regulations. The owner and consultant are not responsible for any Contractor's licensing or patent infringements.

BASE BID:

The contractor shall provide a Base Bid cost for Improvements as identified on the drawings.

The project shall commence on or about Monday, May 15, 2017 and shall be completed in the number of calendar days stated in the bid. The Contractor shall complete the Project on or before Thursday, June 15, 2017. All required work shall be performed Monday through Friday, with no work taking place on weekends or holidays, except as otherwise provided in the specifications.

LUMP SUM ITEMS:

The Undersigned agrees to perform all work indicated on the Drawings and described in the Specifications, Addenda, including the cost of insurance for the Base Contract, for the sum of:

One hundred four thousand Dollars and forty-seven Cents
(IN WRITING) eight hundred seventy-nine

Total in Figures \$ 104,879.47

Subcontractors:

Name: Coletta Concrete
Address: 752 N. 10th Ave., Addison, IL 60101
Phone: 630/574-2052
FAX: 630/626-0478
Email: Vince.coletta@gmail.com

Name: Mark-IT Striping, Inc.
Address: 643 Parkwood Ave., Romeoville, IL 60446
Phone: 815/407-1700
FAX: 815/407-1702
Email: MarkITStriping@gmail.com

Name: _____
Address: _____
Phone: _____
FAX: _____
Email: _____

Name: _____
Address: _____
Phone: _____
FAX: _____
Email: _____

Name: _____
Address: _____
Phone: _____
FAX: _____
Email: _____

BID SUBMITTED BY

Company Name: Schroeder Asphalt Services, Inc.

Signature & Date: Ronald Schroeder / Ronald Schroeder / President 4/26/17

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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 Schroeder Asphalt Services, Inc.

ADDRESS P.O. Box 831

CITY, STATE, ZIP Huntley, IL 60142

PREPARER'S NAME Kyle Joustra
Please Type

CONTRACT PERSON Kyle Joustra
Please Type

AUTHORIZED SIGNATURE  Ronald Schroeder/President
Title

PHONE # (815) 923-4380 FAX # (815) 923-4389

EMAIL ADDRESS kyle@schroederasphalt.com DATE 4/26/17

CITY OF AURORA PARKING LOT M MAINTENANCE
 BID PROPOSAL FORM
 ADDENDUM #1
 April 20, 2017

Schroeder Asphalt Services.

#	DESCRIPTION	UNIT	QUANT.	UNIT COST	COST
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL (ASSUMED 10%)	CU YD	63	34.00	2,142.00
2	INLET FILTERS	EACH	4	75.00	300.00
3	SUBBASE GRANULAR MATERIAL, TYPE C, CA-1, 8"	CU YD	42	48.00	2,016.00
4	AGGREGATE BASE COURSE, TYPE A, CA-6, 4"	CU YD	21	40.00	840.00
5	AGGREGATE BASE COURSE, TYPE B, CA-6, 12"	SQ YD	40	14.25	570.00
6	BITUMINOUS MATERIALS, PRIME COAT	GALLON	962	.01	9.62
7	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 1.5"	TON	165	89.00	14,685.00
8	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 1.5"	TON	78	87.00	6,786.00
9	HOT MIX ASPHALT SURFACE REMOVAL, 1.5" DEPTH	SQ YD	1,052	6.65	6,995.80
10	HOT-MIX ASPHALT REMOVAL, 3" DEPTH	SQ YD	836	8.30	6,938.80
11	HOT-MIX ASPHALT REPLACEMENT OVER PATCHES	TON	38	150.00	5,700.00
12	HOT-MIX ASPHALT REMOVAL OVER PATCHES, 1.5-3" (10% OF REMOVAL)	SQ YD	226	9.00	2,034.00
13	CURB AND GUTTER REMOVAL	FOOT	145	6.00	870.00
14	B-6.12 CURB AND GUTTER	FOOT	148	31.50	4,662.00
15	CONCRETE APRON REMOVAL	SQ FT	461	2.00	922.00
16	RECTANGULAR CONCRETE APRON (6" PCC ON 4" AGG)	SQ FT	290	10.50	3,045.00
17	CATCH BASIN 3' DIAMETER W/ FRAME & GRATE	EACH	1	2,500.00	2,500.00
18	CONNECT TO EXISTING STORM SEWER	EACH	1	1,000.00	1,000.00
19	RCP STORM SEWER, CL-A, TYPE IV, 10"	FOOT	135	36.00	4,860.00
20	FINE GRADING	SQ YD	836	.75	627.00
21	REMOVAL OF ASPHALT SPOILS, CONCRETE SLABS AND DEBRIS (12" DEPTH)	L SUM	1	7,000.00	7,000.00
22	MOBILIZATION	L SUM	1	3,900.00	3,900.00
23	THERMOPLASTIC PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	25	12.60	315.00
24	THERMOPLASTIC PAVEMENT MARKING, LINE 4"	FOOT	915	3.05	2,790.75
25	SAW CUTTING, (FULL DEPTH)	FOOT	56	10.00	560.00
26	CONCRETE WALK REMOVAL	SQ FT	1,033	1.50	1,549.50
27	CONCRETE WALK	SQ FT	755	9.40	7,097.00
28	TEMPORARY HMA PATCH (AROUND PROP CATCH BASIN)	L SUM	1	900.00	900.00
29	RESTORATION (INCL. 12" TOPSOIL, SEED & BLANKET)	SQ YD	928	13.00	12,064.00
30	CONCRETE WHEEL STOPS	EACH	12	100.00	1,200.00

TOTAL 104,879.47 ✓

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 equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O16-042, adopted on June 28, 2016.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

☒ Contractor shall check the box indicating that a copy of applicable program certification is attached.

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

COMPANY NAME Schroeder Asphalt Services, Inc.

ADDRESS P.O. Box 831

CITY/STATE/ZIP CODE Huntley, IL 60142

NAME OF CORPORATE/COMPANY OFFICIAL Ronald Schroeder
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE _____

DATE 4/26/17

TELEPHONE (815) 923-4380

FAX No. (815) 923-4389

Subscribed and Sworn to

Before me this 26th day

of April, 2017



Jenny Griebel
Notary Public

(SEAL)

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

International Brotherhood of Teamsters. Joint Council No. 25 Training Fund.

Chicago and Laborers' Training & Apprenticeship Program.

Operating Engineers Local 150 Apprenticeship & Training Program.

VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: Schroeder Asphalt Services, Inc.

By: 
(Signature)

Address: P.O. Box 831, Huntley, IL 60142

Title Ronald Schroeder / President

Chicagoland
LABORERS'
District Council Training & Apprenticeship Fund

www.chicagolaborers.org

14 February 2017

Executive Director
Thomas Nordeen

Labor Trustees
James P. Connolly
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
Joe Riley

Management Trustees
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
David Lorig
William Vignocchi

Ms. Grace Foss
Schroeder Asphalt Services, Inc.
P.O. Box 831
Huntley, Illinois 60142-0831

Dear Grace:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Schroeder Asphalt Services, Inc. is indeed signatory to the Fox Valley Laborers District Council and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,



Miranda Maddie
Office Manager

Carol Stream Location

1200 Old Gary Avenue
Carol Stream IL 60188
530.653.0006

LiUNA!

Feel the Power

Chicago Location

5700 West Homer Street
Chicago IL 60639
773.413.3315

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Chicagoland Laborers' J.A.T.C.

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



April 12, 1999

Date REVISED August 13, 2004

IL017990001

Registration No.

Sh. F. Chao

Secretary of Labor

Anthony Sauer

Administrator, Apprenticeship Training, Employer and Labor Services

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7188
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3802

February 14, 2017

Schroeder Asphalt Services, Inc.
P.O. Box 831
Huntley, IL 60142

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Schroeder Asphalt Services Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brothers Schroeder Asphalt Services, Inc, is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

**IUOE, Local 150, AFL-CIO
District 1 dispatch office**

Amanda Gunderson

Enclosures: Certificates

08/18/2015 15:42 FAX 71

003
003

02/28/2008 16 24 FAX

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



November 5, 2002

Date

92 008780173

Registration No.

S. L. Chao

Secretary of Labor

Anthony S. Sweeney

Assistant Secretary for Training, Employer and Labor Service

State of Illinois Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor



May 5, 2002

Date

IL012020003

Loi. Chao

Secretary of Labor

Anthony Swartz


STATE OF ILLINOIS)
)
County of ~~Kane~~ McHenry) 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 26th day of April, 2017.

By 
(Signature of Bidder's Executing Officer)

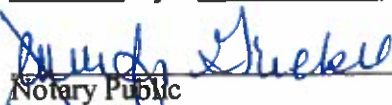
Ronald Schroeder
(Print name of Bidder's Executing Officer)

President
(Title)

ATTEST/WITNESS:

By  Grace Foss
Title Corporate Secretary

Subscribed and sworn to before me this
26th day of April, 2017.


Notary Public
(SEAL)



CITY OF AURORA, ILLINOIS
INVITATION TO BID 17-21

**SITE IMPROVEMENT PLANS FOR
PARKING LOT M MAINTENANCE
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: 815/923-4380

To place an order:

Name: Grace Foss
Ph: 815/923-4380 Fax: 815/923-4389
E-mail: grace@schroederasphalt.com

Billing & Invoicing question:

Name: Jennifer Griebel
Ph: 815/923-4380 Fax: 815/923-4389
E-mail: jgriebel@schroederasphalt.com

Questions:

Name: Kyle Joustra
Ph: 815/923-4380 Fax: 815/923-4389
E-mail: kyle@schroederasphalt.com

Bidder's Name: Schroeder Asphalt Services, Inc.

Signature & Date:  / Ronald Schroeder / President 4/26/17

CITY OF AURORA, ILLINOIS
INVITATION TO BID 17-21
**SITE IMPROVEMENT PLANS FOR
PARKING LOT M MAINTENANCE
FOR THE CITY OF AURORA**

REFERENCES

(Please Type)
Organization Address

City, State, Zip Please see Attached References _____

Phone Number _____

Contact Person _____

Date of Project _____

Organization Address

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Bidder's Name: Schroeder Asphalt Services, Inc. _____

Signature & Date: Ronald Schroeder /Ronald Schroeder/President 4/26/17

SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

JOB REFERENCES PARKING LOTS

Owner: Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089
Project: 2013 Bike Path & Parking Lot Improvements
Amount: \$91,640.65
Engineer: Brett Robinson
847/459-2525

Owner: Queen Bee School District 16
1560 Bloomingdale Road
Glendale Heights, IL
Project: 2013 PDC - Parking Lot Improvements
Amount: \$75,100.00
Engineer: Studio GC Architecture + BIM
Carl Giometti
312/253-3416

Owner: Vernon Township
3050 N. Main Street
Buffalo Grove, IL 60089
Project: 2016 - Metra Commuter Lot
2016 - Fire Protection District Headquarters - Rear Parking Lot
Amount: \$95,080.20 / \$56,703.11
Engineer: William Hossman - 847/525-0035
bhoss67@sbcglobal.net

Owner: Arlington Heights School District 25
1101 East Miner
Arlington Heights, IL 60004
847/758-4900
Project: 2012 - Greenbrier Elementary School Parking Lot Rehabilitation
Amount: \$74,846.28
Engineer: Gewalt Hamilton Associates, Inc.
Thomas A. Rychlik, P.E., LEED-AP - 847/478-9700

Owner: Village of Schiller Park
9526 West Irving Park Road
Schiller Park, IL 60176
Project: 2012 - Village Hall Parking Lot Improvements
Amount: \$56,693.60
Engineer: Edwin Hancock Engineering
Laura Swiatnicki - 708/865-0300

Owner: District U-46
355 E. Chicago Street
Elgin, IL 60120
847/888-5000
Project: 2012 - Parking Lot Rehabilitation at Centennial Elementary School
Amount: \$208,235.00
Engineer: W-T Civil Engineering, LLC
Todd Abrams - 224/293-6333

Owner: Board of Education of Consolidated School District 158
650 Academic Drive
Algonquin, IL 60102
847/659-6163
Project: Asphalt Additions Bid #2012-42a
Amount: \$34,000.00
Engineer: Consolidated School District 158
Douglas Renkosik – 847/659-6163

Owner: City of Harvard
201 W. Diggins Street
Harvard, IL 60033
847/659-6163
Project: 2012 - Metra Parking Lot #1 & #2 Resurfacing
Amount: \$52,843.87
Engineer: City of Harvard
Steve Stantelar – 815/405-8805

Company: Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-2999
Name: 2013 Municipal Commuter Lot Rehabilitation Project
Amount: \$146,413.44
Engineer: Village of Vernon Hills
David Brown - 847/918-3591

Owner: Board of Education
Maine Township High School 207
1131 South Dee Rd.
Park Ridge, IL 60068
630/529-4500
Project: 2013 & 2014 Paving Work at Maine Township High Schools East Campus, South Campus
& West Campus
Amount: \$386,785.00 (2013) / \$424,565.00 (2014)
Engineer: Arcon Associates, Inc.
Michael J. Maguire, ALA, LEED – AP 630/495-1900

Owner : School Dist. U-46
355 East Chicago Street
Elgin, IL 60120
847/888-5000
Project: 2014 – Parking Lot Improvements at Horizon Elementary School
2016 - Streamwood High School West Parking Lot & Driveway Improvements
Amount: \$320,150.00 (2014) / \$1,149,975.00 (2016)
Engineer: Hampton Lenzini and Renwick, Inc.
Al Stott/Chris McClure (2014 Project)
Jeffrey Meindl (2016 Project)
847-697-6700

CITY OF AURORA, ILLINOIS
INVITATION TO BID 17-21

**SITE IMPROVEMENT PLANS FOR
PARKING LOT M MAINTENANCE
FOR THE CITY OF AURORA**

CONTRACT

THIS AGREEMENT, entered on this _____ day of _____, 2017 ("Effective Date"), for the **Site Improvement Plans for PARKING LOT M MAINTENANCE** is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and

Schroeder Asphalt Services, Inc. ("Contractor"), located at P.O. Box 831, Huntley, IL 60142.

WHEREAS, the City issued an Invitation to Bid ("Bid") on April 5, 2017 for **Site Improvement Plans for PARKING LOT M MAINTENANCE** 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 _____, 2017, the City awarded a contract to Schroeder Asphalt Services, Inc.

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 17-21 SITE IMPROVEMENT PLANS FOR PARKING LOT M MAINTENANCE
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 from the start of construction, May 15, 2017 to the date of final completion on June 15, 2017 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 forty-five (45) 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) appropriately 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 Schroeder Asphalt Services, Inc.

(SEAL)

By _____ /Ronald Schroeder
President – Contractor

ATTEST:

_____/Grace Foss
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

Contractor (SEAL)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schroeder Asphalt Services, Inc.
PO Box 831
Huntley, IL 60142

OWNER:

(Name, legal status and address)

City of Aurora
44 East Downers Place
Aurora, IL 60507

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10%

Ten Percent of Accompanying Bid—

PROJECT:

(Name, location or address, and Project number, if any)

17-21 Site Improvement Plans for Parking Lot M Maintenance

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of April, 2017.


(Witness)



(Witness) Grace Casaus

Schroeder Asphalt Services, Inc.

(Principal)

(Seal)

By:


(Title) RONALD SCHROEDER, PRESIDENT

Hudson Insurance Company

(Surety)

(Seal)

By:


Mark Kevin J. Scarlion, Attorney-in-Fact



STATE OF Illinois

COUNTY OF WILL ss.:

On this 26th day of April, 2017, before me
personally appeared Kevin J. Scanlon, to me known, who,
being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois
; that he is/are the Attorney-in-fact
of Hudson Insurance Company
the corporation described

in and which executed and annexed instrument; that he know(s) the corporate seal of 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; that he signed the same name(s)
thereto by like order; and that the liabilities of said corporation do not exceed its assets as
ascertained in the manner provided by law.

Bond-3768-A
"OFFICIAL SEAL"
SHERY BACSKAI
Notary Public, State of Illinois
My Commission Expires 10/22/2019
(Notary Public in and for the above County and State)
My commission expires 10/22/2019



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin J. Scanlon of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.



Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013, before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of 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.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067333
Qualified in Nassau County
Commission Expires December 10, 2017

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:
That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings as made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 26th day of April, 2017.



Form BSA-10 8 2010 (v1)

By Dina Daskalakis
Dina Daskalakis, Corporate Secretary