

VILLAGE OF LOMBARD

JUL - 1 2013

CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 18 FY 13

This agreement is made this 16th day of June, 2013, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Corrective Asphalt Materials, LLC (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

The proposed work is officially known as "FY 2013 PRESERVATIVE SURFACE TREATMENT" and further described as the application of a preservative rejuvenating agent on approximately 93,000 SQ YD of asphalt pavement at various locations throughout the Village of Lombard. The purpose of the application is to provide an environment seal on the surface asphalt course and to provide improved durability, thus longer service life. The function of the application is to replace the volatile components of the asphalt cement that are lost during the manufacture of the aggregate asphalt mixture and through the normal aging and/or oxidation process. The results of this application will be elevated asphalt penetration values for the upper 12.5 mm (0.50 inch) of the surface asphalt course and a greater resistance to further oxidation and water intrusion. All of the above as well as other project details are further described in the contract documents for the said work prepared by the Village of Lombard.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Contract Document Number RM PROG 18 FY 13 for FY 2013 SURFACE TREATMENT PROGRAM, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM PROG 18 FY 13 - Legal Notice
 - iv) General Provisions

- v) Special Provisions
- vi) Plans and Specifications

- b. The Contractor's Bid Proposal Dated: _____
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
 3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract within 40 calendar days from the date of the Notice to Proceed. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.
 4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
 5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

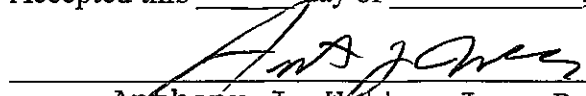
IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this ____ day of _____ 2013.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

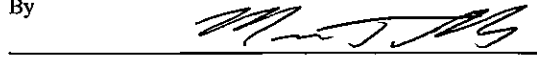
Print Company Name

Individual or Partnership Corporation _____

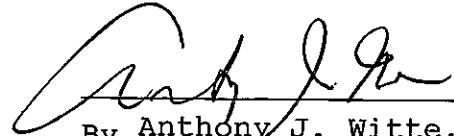
Accepted this 26 day of June, 2013.


Anthony J. Witte, Jr., President

By


Marc Taillon, Vice-President

By

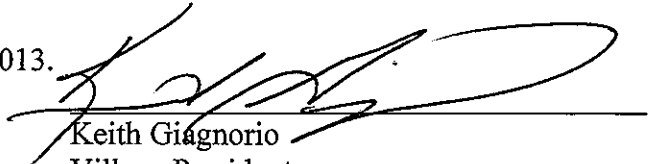

By Anthony J. Witte, CEO

Position/Title

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 6th day of June, 2013.


Keith Giagnorio
Village President

Attest:


Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Corrective Asphalt Materials, LLC, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Merchants Bonding Company, a corporation organized and existing under the laws of the State of Iowa, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of Seventy Thousand Nine Hundred Seventy Five and 70/100 dollars (\$ 70,975.70) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated June 6th, 2013 for the construction of the work designated:

FY 2013 SURFACE TREATMENT PROGRAM

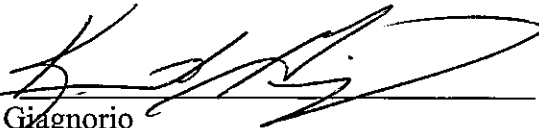
in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this ____ day of
duly _____, 2013.
this
2013.

VILLAGE OF LOMBARD

BY: 
Keith Giagnorio
Village President

ATTEST:

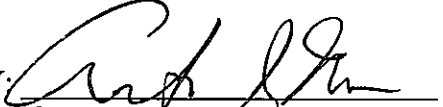
Sharon Kuderna, Village Clerk

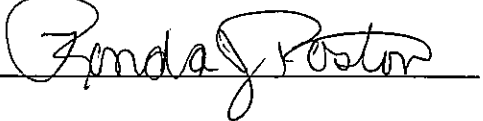
IN WITNESS WHEREOF, We have
executed the foregoing Obligation

25th day of June,

PRINCIPAL:

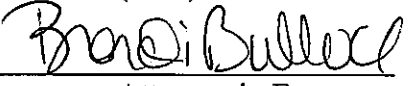
Corrective Asphalt Materials, LLC

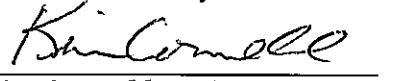
BY: 
Anthony J. Witte, CEO

ATTEST:


SURETY: Merchants Bonding Company

BY: Brandi Bullock, Attorney-In-Fact
(Title)

BY: 
Attorney in Fact

BY: 
Kim Connell, Witness

(SEAL)

