

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 18

This agreement is made this 5th day of September, 2019, 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 (CAM) (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 2019 SURFACE TREATMENT PROGRAM" and further described as the application of a preservative rejuvenating agent on approximately 85,000 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 for FY 2019 SURFACE TREATMENT PROGRAM, consisting of the following:
 - b. The Contractor's Proposal Dated: August 27, 2019
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - d. Executed Contractor'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 prior to ***October 18, 2019***. 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.

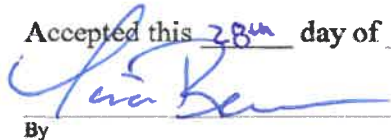
IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 5th day of September 2019.

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 28th day of August, 2019.



By



Position/Title

By
THE VILLAGE OF LOMBARD, ILLINOIS

Position/Title

Accepted this ___ day of _____, 2019.

Keith Giagnorio
Village President

Attest:

Sharon Kuderna, Village Clerk

3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract prior to **October 18, 2019**. 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 5th day of September 2019.

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 _____ day of _____, 2019.

By

Position/Title

By
THE VILLAGE OF LOMBARD, ILLINOIS

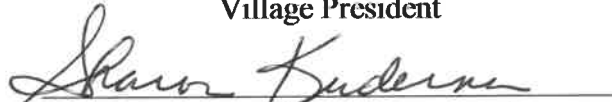
Position/Title

Accepted this ____ day of _____, 2019.



Keith Giagnorio
Village President

Attest:



Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

Tina Reverman, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

Corrective Asphalt Materials LLC (CAM), having submitted a proposal for:
(Name of Company)

FY 2019 PRESERVATIVE SURFACE TREATMENT PROGRAM to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4)
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all employee drivers (Name of employee/driver or "all employee drivers") is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: Tina Reverman
Authorized Agent of Contractor

Subscribed and sworn to
before me this 28th
day of August, 2019.

Kelli Leighanne Bornes
Notary Public

