

## VILLAGE OF LOMBARD

### CONTRACT

#### CONTRACT DOCUMENT NUMBER RM PROG 18

This agreement is made this 18<sup>th</sup> day of August, 2016, 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 2016 SURFACE TREATMENT PROGRAM" and further described as the application of a preservative rejuvenating agent on approximately 86,400 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 2016 SURFACE TREATMENT PROGRAM, consisting of the following:
  - b. The Contractor's Proposal Dated: July 13, 2016
  - 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 August 19, 2016. 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 18<sup>th</sup> day of Aug 2016.

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 \_\_\_\_\_, 2016.


\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

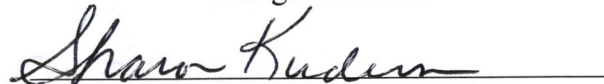
\_\_\_\_\_  
By  
THE VILLAGE OF LOMBARD, ILLINOIS

\_\_\_\_\_  
Position/Title

Accepted this 18<sup>th</sup> day of August, 2016.

  
\_\_\_\_\_  
Keith Giagnorio  
Village President

Attest:

  
\_\_\_\_\_  
Sharon Kuderna, Village Clerk

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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 18th day of Aug 2016.

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

\_\_\_\_\_ Corrective Asphalt Materials, LLC \_\_\_\_\_  
Print Company Name

Individual or Partnership  Corporation \_\_\_\_\_

Accepted this 3rd day of August, 2016.

By [Signature] \_\_\_\_\_

[Signature] President

[Signature] \_\_\_\_\_  
CEO  
VP Operations  
Position/Title

By  
THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Keith Giagnorio  
Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD**

**CONTRACTOR'S CERTIFICATION**

Anthony J. Witte, 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)

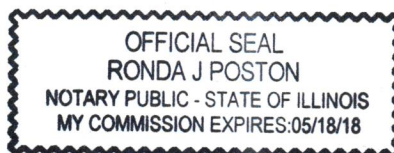
FY 2016 PRESERVATIVE SURFACE TREATMENT PROGRAM to the Village of Lombard, hereby certifies that said Contractor:

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: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 3rd  
day of August, 2016.

[Signature]  
Notary Public





**VILLAGE OF LOMBARD**  
**2016 SURFACE TREATMENT LOCATIONS**

<b>Street Section</b>	<b>From</b>	<b>To</b>	<b>Est. Length (ft)</b>
BEVERLY CT	DOWNING ST.	CUL-DE-SAC	531
CEDAR LN	MADISON ST.	CUL-DE-SAC	678
CHASE AV	EMERSON AV.	MAPLE ST.	631
CHASE CT	CHASE LN.	CUL-DE-SAC	307
CHASE LN	BRADLEY LN.	CHASE CT.	297
CHASE LN	CHASE CT.	LILAC WAY	703
COLLEN DR	ELIZABETH ST.	MANOR HILL LN.	654
COLLEN DR	MANOR HILL LN.	COLONY CT.	302
COLLEN DR	COLONY CT.	HILCREST LN.	302
COLLEN DR	HILCREST LN.	16TH ST.	661
COLONY CT	CUL-DE-SAC	COLLEN DR.	359
DOWNING ST	HUNTER ST. (NORTH)	BEVERLY CT.	387
DOWNING ST	BEVERLY CT.	WHITEHALL ST.	274
DOWNING ST	WHITEHALL ST.	HUNTER ST.(SOUTH)	226
EDSON AV.	MADISON ST.	HARDING RD.	698
EDSON AV.	HARDING RD.	HARRISON RD.	442
EDWARD ST	MAIN ST.	ELIZABETH ST.	1,514
EDWARD ST	ELIZABETH ST.	EDSON ST.	780
EDWARD ST	EDSON ST.	FINLEY RD.	325
ELIZABETH ST	MADISON ST.	HARDING DR.	679
ELIZABETH ST	HARDING DR.	HARRISON RD.	442
ELIZABETH ST	EDWARD ST.	MORRIS AV.	367
ELIZABETH ST	MORRIS AV.	DEAD END	229
ELIZABETH ST	LYNNE LN.	COLLEN DR.	1,110
ELIZABETH ST	COLLEN DR.	HILCREST LN.	438
ELIZABETH ST	HILCREST LN.	16TH ST.	452
ELIZABETH ST	END OF STREET	20TH ST	162
ELIZABETH ST	20TH ST	22ND	459
FAIRFIELD AV	GREENFIELD ST.	PRAIRIE AV.	686
HICKORY ST	LOMBARD AVE.	STEWART AV.	381
HICKORY ST	STEWART AV.	CRAIG PL.	379
HICKORY ST	CRAIG PL.	MARTHA ST.	386
HILCREST CT	HILCREST LN.	CUL-DE-SAC	327
HILCREST LN	ELIZABETH ST.	HILCREST CT.	505
HILCREST LN	HILCREST CT.	COLLEN DR.	655
LALONDE AV	GREENFIELD ST.	PRAIRIE AV.	689
LOMBARD AV	PLEASANT AV.	VIEW ST.	1,026



VILLAGE OF LOMBARD  
2016 SURFACE TREATMENT LOCATIONS

Street Section	From	To	Est. Length (ft)
LOMBARD AV	VIEW ST.	PRAIRIE AV.	918
MANOR HILL CT	END OF STREET (EAST)	MANOR HILL LN.	547
MANOR HILL LN	FINELY RD.	MANOR HILL CT.	569
MANOR HILL LN	MANOR HILL CT.	COLLEN DR.	288
PARK RD	HICKORY RD.	PARK CT.	376
PARK RD	W WASHINGTON BL (NORTH)	W WASHINGTON BL.	134
PARK RD	W WASHINGTON BL.	W WASHINGTON BL (SOUTH)	100
REBECCA RD	MAIN ST.	LORE LN.	315
REBECCA RD	LYNNE LN.	COLLEN DR.	791
ROSEBUD DR	FAIRFIELD (NORTH)	ROSEBUD DR (SOUTH)	601
ROSEBUD DR	ROSEBUD DR (NORTH)	FAIRFIELD DR (SOUTH)	637
STEWART AV	PLEASANT AV.	VIEW ST.	1,003
STEWART AV	VIEW ST.	PRAIRIE AV.	921
17TH PL	MAIN ST.	LINCOLN ST.	629
17TH PL	LINCOLN ST.	ELIZABETH ST.	640
18TH ST	MAIN ST.	LINCOLN ST.	831
18TH ST	LINCOLN ST.	ELIZABETH ST.	444