

InterOffice Memo

To:

Barb Johnson, Deputy Village Clerk

From:

Paul Becvar, Civil Engineering Technician

Date:

June 5th, 2009

Subject:

FY2010 Surface Treatment

PROJECT NAME: FY2010 Surface Treatment

PROJECT NO.: M-10-04

HTE PROJECT NO.: 5502

VENDOR: CAM, LLC

PURCHASE ORDER NO:063033

Attached is a copy of the Contract for FY2010 Surface Treatment

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER M-10-04

This agreement is made this the 1th day of 10y, 2009, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and (CAM, LLC) hereinafter referred to as the "Contractor" and its 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:

FY2010 SURFACE TREATMENT PROGRAM

The proposed work is the application of a preservative rejuvenating agent on approximately 124,000 square yards 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.

- 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 M-10-04 for the FY 2010 Preservative Surface Treatment program, consisting of the following:
 - i) Cover Sheet
 - ii) Terms, Conditions & Instructions
 - iii) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: <u>April 17th 2009</u>
 - Required Performance and Payment Bonds and Certificate(s) of Insurance
 - d. Executed Proposer's Certification Form.
- 2. The Village agrees to pay, and the Contractor agrees to accept as full payment as shown on the Contractor's Proposal attached hereto as Exhibit "A" and made a part hereof.
- 3. The Contractor shall commence work under this Contract upon written Notice to Proceed and a Work Order from the Village and shall complete work on this project within 30 calendar days from the issuance of a work order. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time 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 on 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 on 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 I President, and the Contractor have hereunto set the	Lombard, Illinois by William J. Mueller, Village ir hands this the day of 2009.
If an individual or partnership, all individual names officer duly authorized shall sign.	s of each partner shall be signed or if a corporation, an
CAM, LLC. Print Company Name	
Individual or Partnership Corporation	Limited Liability Company X
Accepted this the 18th day of May, 20	009.
Unthon Wette	President
By Anthony J. Witte, P.E.	Position/Title
Ву	Position/Title
THE VILLAGE OF LOMBARD, ILLINOIS	
Accepted this the $\frac{7^{th}}{1}$ day of $\frac{\text{May}}{1}$, 2009.	Willey Mulls
	William J. Mueller, Village President
Attest:	Digitte Opien
	Brigitte O'Brien, Village Clerk

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

A:	nthon				, ha	ving	been	first o	duly :	swor	n dep	ose a	nd st	ates as	follow	vs:
CAM, LL Correct	C ive A		mer of Com t Mat pany)		s, LLC	_	_, hav	ing su	ıbmit	ted a	prop	osal	for:			
The FY 20 said Contra		ervativ	e Surfa	ce Treat	ment pro	gra	m to t	he Vi	llage	of L	omba	rd, h	ereby	certifi	es that	Ę.
1. has a w	vritten s	exual h	ıarassm	ent polic	y in plac	e ir	a full c	compl	iance	witl	n 775	ILC	S 5/2	-105(A	.) (4).	
2. is not d it is:	a. it is estab. it h	contes ablished as ente	sting its d by the red into	liability appropro an agre	ny tax ac for the riate reve ement w mpliance	tax o	or the Act; the De	amou or partn	nt of	tax i	n acc	orda	nce w	vith pro	ocedure	es
3. is in ful Alcoho					l Highwa arts 40 ar				ā	11	emp	loye	e d		rs	
is/are curre	ently par	ticipat	ing in a	drug an	d alcoho	l te	sting p	orogra								
					Ву:	Ī	Authori Antho	ized Ag	g en to:	(Con	tractor	•			_	
Subscribed before medday of	this the	18th														
	\sim	4		**	OF ROI	FICH	AL SEAI	L ON	~~							

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/18/10

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 RLI Insurance Company, a corporation organized and existing under the
laws of the State of Illinois, 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 and 00/00 dollars (\$70,000.00) 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 May 7th 2001, for the construction of the work designated:

FY 2010 PRESERVATIVE SURFACE TREATMENT

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 the 1 day of May, 2009.

VILLAGE OF LOMBARD

BY:

Village President

ATTEST:

Village Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this the 18thday of May, 2009.

PRINCIPAL:

CAM, LLC

Corrective Asphalt Materials, LLC

BY:

Anthony J Witte, P.E.

Presiden

ATTEST:

Ronda J. Poston

SURETY: RLI Insurance Company

Y: 1000

(Title)

BY: Brandi Bullock, Attorney-In-Fact

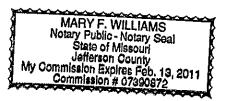
Attorney in Fact

 $\mathbf{p}\mathbf{v}$

Kim Connells Witness

(SEAL)

On this ^{18th} day of ^{May} Brandi Bullock RLI Insurance Company	, 2009 , before me personally appeared to me known to be an Attorney-in-Fact of the corporation described in the
within instrument, and he acknowledged that he	executed the within instrument as the act of the said
Company in accordance with authority duly conf	erred upon him by said Company.



County of Jefferson

Mary All Mams Notary Public

· IMPORTANT BOND/POLICY INFORMATION STATE OF MISSOURI

If you have questions or need information regarding your Bond/Policy, please contact your insurance Agent.

If you are unable to contact or obtain information from your Agent, please contact your company at the following address:

P.O. Box 3967
Peoria, IL 61612-3967
Talanhana: (800) 645 2403

Telephone: (800) 645-2402



P.O. Box 3967 | Peoria, IL 61612-3967 Phone: (800)645-2402 | Fax: (309)689-2036 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the

approving officer if desired.	to any come which is a managed to contain any or abusined by the
That RLI Insurance Company, an Illinois corporation, does hereby m Don Ardolino, Eric Sauer, Kim Connell, Brandi Bullock, Sue Marshall,	
	its true and lawful Agent and Attorney in Fact, with full e and deliver for and on its behalf as Surety, the following described
Any and all bonds, undertakings, and recognizances in an amo any single obligation.	ount not to exceed Ten Million Dollars (\$10,000,000) for
The acknowledgment and execution of such bond by the said Attorney executed and acknowledged by the regularly elected officers of this Con	in Fact shall be as binding upon this Company as if such bond had been mpany.
The RLI Insurance Company further certifies that the following is a t of RLI Insurance Company, and now in force to-wit:	true and exact copy of the Resolution adopted by the Board of Directors
"All bonds, policies, undertakings, Powers of Attorney or other oblig the Company by the President, Secretary, any Assistant Secretary, Board of Directors may authorize. The President, any Vice President Attorneys in Fact or Agents who shall have authority to issue be corporate seal is not necessary for the validity of any bonds, poli- corporation. The signature of any such officer and the corporate seal	nt, Secretary, any Assistant Secretary, or the Treasurer may appoint onds, policies or undertakings in the name of the Company. The cies, undertakings, Powers of Attorney or other obligations of the
IN WITNESS WHEREOF, the RLI Insurance Company has caused to corporate seal affixed this27th day of	hese presents to be executed by itsVice President with its
CORPORATE SEAL	RLI Insurance Company By:
State of Illinois SS County of Peoria	Roy C. Die Vice President
On this 27th day of June, 2008, before me, a Notar Public, personally appeared Roy C. Die, who being by me duly sworm acknowledged that he signed the above Power of Attorney as the aforesa officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	id corporation of the State of Illinois, do hereby certify that the attached
By: Acqueline M. Bockler Notary Public	RLI Insurance Company
"OFFICIAL SEAL" PUBLIC JACQUELINE M. BOCKLER STATEOF COMMISSION EXPIRES 03/01/10	By: Roy C. Die Vice President
	294030110 A0059207

VILLAGE OF LOMBARD CONTRACT DOCUMENT NUMBER M-10-04 BID PROPOSAL

The name of the product prop	osed to be used for this con	tract isF		_, which is
produced by Corrective	Asphalt Materials	_LLEurthermore,	, I/We certify tha	t this product
has been pre-approved by the	Village of Lombard for use	on this contract.		

I/We hereby agree to furnish to the Village of Lombard all necessary materials, equipment, labor, etc. to complete the FY 2010 Preservative Surface Treatment program within 30 calendar days from the date a work order is issued in accordance with the provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

NO.	ITEM	QUAN.	UNIT	UNIT	TOTAL PRICE
1	PRESERVATIVE SURFACE TREATMENT	124,000	SQ YD	\$0.5025	\$62,310.00
2	PRESERVATIVE SCREENING	62.0	TON	\$33.00	\$2,046.00
	TRAFFIC CONTROL FOR				
3	SURFACE TREATMENT	124.0	STATION	\$36.00	\$4,464.00
				TOTAL	\$68,820.00

TOTAL BID PRICE IN WORDS: Sixty-eight thousand eight-hundred twenty dollars and zero cents

VILLAGE OF LOMBARD CONTRACT DOCUMENT NUMBER M-10-04 BID PROPOSAL (CONTINUED)

Signed on this the 2nd day of	of,2009.
By: Print Name:	all individual names of each partner shall be signed: Anthony J. Witte, P.E. President
Print Name:	
Company Name: Address line 1: Address line 2: Telephone:	Corrective Asphalt Materials, LLC PO Box 861 South Roxana, IL 62087 618-254-3855
If a corporation, an officer	duly authorized should sign and attach corporate seal By

The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

VILLAGE OF LOMBARD PROPOSER'S CERTIFICATION FORM (BID PROPOSAL)

The undersigned is an authorized representative of Corrective Asphalt Materials, LLC (Name of Company)

having submitted a bid on a contract for the FY 2010 Preservative Surface Treatment program to the Village of Lombard certifies that:

- 1. said Proposer is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements, and
- 2. they will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9), which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

- Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation." and

3. they will comply with 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P -Excavations).

Anthony J. Witte, P.E.

President

Subscribed and sworn to before me this the 2nd day of April

2009.

OFFICIAL SEAL RONDA J POSTON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/18/10

Ronda J. Poston

The Village of Lombard reserves the right to reject any or all bids, to waive technicalities in bidding.

VILLAGE OF LOMBARD PERFORMANCE REFERENCE FORM

Each Proposer shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references.

Company Name::	City of Elmhurst
Address:	119 Schiller Street
City & State::	Elmhurst, IL 60126
Telephone Number:	630-530-3000
Person To Contact:	Michael J. Hughes
Title/Position:	Highway Commissioner
Company Name::	Village of Glen Ellyn
Address:	535 Duane Street
City & State:	Glen Ellyn, IL 60137
Telephone Number:	630-469-6756
Person To Contact:	Pete Mikieta
Title/Position::	Highway Commissioner
Company Name::	United City of Yorkville
Address::	800 Game Farm Road
City & State:	Yorkville, IL 60560
Telephone Number:	630-553-4350
Person To Contact:	Joseph Wywrot
Title/Position:	Highway Commissioner

CAM Client#: 10117

AC	CO	RD. CERTIFI	CATE OF LIAI	BILITY I	NSURA	VCE	DATE (MM/DD/YYYY) 04/02/09
808 N	h, Fla orth 2	etness, & Lutz, Inc. 21st Street		ONLY AN	D CONFERS NO R THIS CERTIFICAT	ED AS A MATTER OF IN IGHTS UPON THE CERT E DOES NOT AMEND, E FORDED BY THE POLIC	FORMATION IFICATE XTEND OR
P.O. B Saint I		6753 s, MO 63166-6753		INSURERS	AFFORDING COVE	ERAGE	NAIC#
NSURED	1			INSURER A: U	nited Fire & Cas	sualty Company	· ·
Corrective Asphalt Materials, CAM, LLC			INSURER B: C	onsolidated Cor	nst. Safety Fund		
		300 Daniel Boone Trail		INSURER C: T	ravelers Insuran	ice Co.	
		P.O. Box 861		INSURER D:			
		South Roxana, IL 62087		INSURER E:			
ANY F MAY F POLIC	POLICI REQUI PERTA CIES. A	ES OF INSURANCE LISTED BELC REMENT, TERM OR CONDITION (IN, THE INSURANCE AFFORDED	OW HAVE BEEN ISSUED TO THE INS OF ANY CONTRACT OR OTHER DO BY THE POLICIES DESCRIBED HE Y HAVE BEEN REDUCED BY PAID O	CUMENT WITH RES REIN IS SUBJECT T LAIMS.	SPECT TO WHICH TH O ALL THE TERMS, E	IIS CERTIFICATE MAY BE IS EXCLUSIONS AND CONDITION	SUED OR
ISR ADE	NL RD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	rs
Α		NERAL LIABILITY	60381288	03/30/09	03/30/10	EACH OCCURRENCE	\$1,000,000
	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
		CLAIMS MADE X OCCUR	ļ			MED EXP (Any one person)	\$5,000
	<u> </u>					PERSONAL & ADV INJURY	s1,000,000
	\vdash			1		GENERAL AGGREGATE	\$2,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
`	AU'	TOMOBILE LIABILITY ANY AUTO	60381288	03/30/09	03/30/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	s
	X	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	GA	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
\	EX	CESS/UMBRELLA LIABILITY	60381288	03/30/09	03/30/10	EACH OCCURRENCE	\$4,000,000
	Х	OCCUR CLAIMS MADE				AGGREGATE	\$4,000,000
ļ	<u> </u>	1					\$
i		DEDUCTIBLE			1		\$
3 W		RETENTION \$	002033600*	12/31/08	12/31/09	X WC STATU- OTH	\$ -
		S COMPENSATION AND ERS' LIABILITY	002033000	12/31/00	12/31/09	E.L. EACH ACCIDENT	\$2,000,000
AN Of	NY PRO	PRIETOR/PARTNER/EXECUTIVE /MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYE	-
- Eir	yes, des	scribe under PROVISIONS below				E.L. DISEASE - POLICY LIMIT	
	THER	, revisions blow					
	ransp oate	oortation r	QT6604343B838	03/30/09	03/30/10	\$13,000 Per Conve \$30,000 Per Occur	=
Nation Na	onal Uss of Y 201	of OPERATIONS / LOCATIONS / VEHI Jnion Fire Insurance Com program retentions. 10 Preservative Surface Ti	cLES/EXCLUSIONS ADDED BY ENDOR IPANY Of Pittsburgh, PA pro reatment nts and employees added a	vides Excess V	VC Insurance in		
		TE HOLDER		CANCELLA	TION		
<u>•=(X11</u>	HOA	I E HOLDEN				BED POLICIES BE CANCELLED	BEFORE THE EXPIRATION
		Village of Lombard				ER WILL ENDEAVOR TO MAIL .	
		Public Works				R NAMED TO THE LEFT, BUT FA	
		255 E Wilson Ave		1		Y OF ANY KIND UPON THE INSU	
		Lombard, IL 60148		REPRESENTAT AUTHORIZED	TIVES.		
		·		mies	marine Col.	- Justice Sharinge	
COR	D 25	(2001/08) 1 of 3 #S	154649/M154417			ML @ ACORE	CORPORATION 1

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

neral liability coverage as respects work performed by the named insured where required					
written contract.					

Issue Date:

5/12/09

Revision Date:

PUBLIC WORKS DEPARTMENT EMERGENCY CONTACT ROUTING SHEET

Project Number: M-10-04

cc: Keith Surges
Angela Podesta
Susan Cermak
Patty Lindstrom
Engineering
Pager Book

	<u> </u>		Pager Book File			
LOCATION (SPECIF	(C):		1			
A. PROJECT NAME:	FY 2010 Preservati	ve Surface Treatment				
B. PROJECT LIMITS:	: Various Locations throughout the Village of Lombard					
Type of Work:						
Environmental se	eal on surface asphalt o	course.				
BARRICADE RESPO	NSIBILITIES:					
(CONTRACTOR/R	ESPONSIBLE PARTY)	(Office Phone	e #/24-Hour Phone Number)			
GENERAL CONTRA	CTOR:					
A. CAM, LLC		618-254-	3855/630 <u>-</u> 853-0832			
(COMPANY	NAME)	DAYTIMI	E PHONE # / 24-HOUR PHONE #			
B. CONTRACTORS I	Representatives:					
1. Anthony Wi	tte / President	MOBILE PHONE #	618-407-1570			
Name/Title		Office Phone#	618-254-3855			
Karl 2. xSaxl Lange	Project Manager	MOBILE PHONE #	630-853-0832			
Name/Title		Office Phone #				
Engineers:						
C. PROJECT ENGINE	EER:					
Paul Becvar		Office Phone#	(630) 705-4258			
ŀ		Mobile phone #	(630) 464-6641			
ELECTRICAL CONT	TRACTOR WITH 24-HO STREET LIGHTING	UR MAINTENANCE RESPONSIBI TRAFFIC SIGNALS	LITY:			
N/A						
(COMPAN	Y NAME)	(24	-Hour Phone Number)			
III DATES:						
STARTING: June	e, 2009	ESTIMATED COMPLETION:	May 31, 2010			