

VILLAGE OF LOMBARD

MAY 13 2014

CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 18

This agreement is made this 17th day of April, 2014, 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 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 2014 PRESERVATIVE SURFACE TREATMENT" and further described as the application of a preservative rejuvenating agent on approximately 92,000 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 2014 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 - Legal Notice
 - iv) General Provisions

- v) Special Provisions
 - vi) Plans and Specifications
- b. The Contractor's Bid Proposal Dated: March 20, 2014
 - 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 17th day of April 2014.

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

CAM, LLC

Print Company Name

Individual or Partnership Corporation

Accepted this 17th day of April, 2014.

Michael M. VP Operations

By Andrew J. President

Position/Title

By Bob J. COO

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17th day of April, 2014.

Keith Giagnorio
Keith Giagnorio
Village President

Attest:

Janet Downer
Janet Downer, Deputy Village Clerk

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Marc Taillon

(Officer or Owner of Company)

, having been first duly sworn depose and states as follows:

Corrective Asphalt Materials, LLC

(Name of Company)

, having submitted a proposal for:

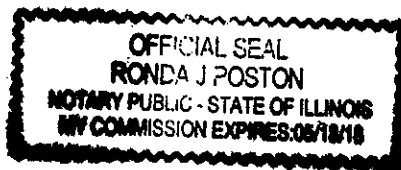
FY 2014 SURFACE TREATMENT PROGRAM to the Village of Lombard, hereby certifies that said Contractor:

- 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] VP Operations
Authorized Agent of Contractor

Subscribed and sworn to before me this 10th day of May, 2014.

[Signature]
Notary Public
Ronda J. Poston



Issue Date: 4/28/14

Revision Date: _____

**PUBLIC WORKS DEPARTMENT
EMERGENCY CONTACT ROUTING SHEET**

Project Number: RM 18

c: Brian Jack
Susan Cermak
Patty Lindstrom
Engineering
Pager Book
File

I. LOCATION (SPECIFIC):

A. PROJECT NAME: FY 2014 Surface Treatment

B. PROJECT LIMITS: Various Locations throughout the Village of Lombard

II. TYPE OF WORK:

Protective Surface Treatment

III. BARRICADE RESPONSIBILITIES:

Corrective Asphalt Materials, LLC

(CONTRACTOR/RESPONSIBLE PARTY)

630-853-0832

(Office Phone #/24-HOUR PHONE NUMBER)

IV. GENERAL CONTRACTOR:

A. Corrective Asphalt Materials, LLC

(COMPANY NAME)

630-853-0832

DAYTIME PHONE # / 24-HOUR PHONE #

B. CONTRACTORS REPRESENTATIVES:

1. Marc Taillon

Name/Title

MOBILE PHONE #

314-477-3995

OFFICE PHONE #

618-254-3855

2. Jack Holleran

Name/Title

MOBILE PHONE #

630-853-0832

OFFICE PHONE #

618-254-3855

V. ENGINEERS:

C. PROJECT ENGINEER:

Tom Dixon

OFFICE PHONE #

(630) 620-5971

MOBILE PHONE #

(630) 464-6622

VI. ELECTRICAL CONTRACTOR WITH 24-HOUR MAINTENANCE RESPONSIBILITY:

STREET LIGHTING

TRAFFIC SIGNALS

N/A

(COMPANY NAME)

(24-HOUR PHONE NUMBER)

VII. DATES:

STARTING: 2014

ESTIMATED COMPLETION: July 2014

CERTIFICATE OF LIABILITY INSURANCE

5/06/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Midwest Saint Louis, 308 North 21st Street, Saint Louis, MO 63103-MO, 314 436-2399. CONTACT NAME: USI Midwest Saint Louis, PHONE: 314 436-2399, FAX: 314 342-7170. INSURER(S) AFFORDING COVERAGE: ACUITY A Mutual Insurance Compa (14184), Consolidated Construction Safet (99999), Travelers Insurance Company (19038).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Contractors Equipment.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) *SAFETY NATIONAL PROVIDES EXCESS W/C INSURANCE IN EXCESS OF PROGRAM RETENTIONS. Village and its officers, agents and employees are included as additional insured under General Liability as respects work performed by the named insured where required by written contract.

CERTIFICATE HOLDER: Village of Lombard, 255 E. Wilson Avenue, Lombard, IL 60148. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Michael A. Boucher.

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 Two Thousand Seven Hundred and 00/100 - - - - - dollars (\$ 72,700.00) 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 June 6th, 2013 for the construction of the work designated:

FY 2014 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.

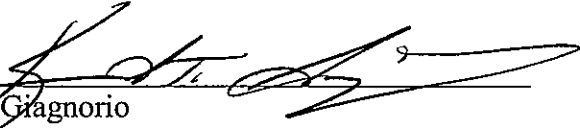
APPROVED this 17th day of
April, 2014.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
8th day of May, 2014.

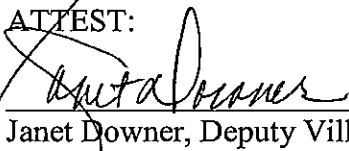
VILLAGE OF LOMBARD

PRINCIPAL:

Corrective Asphalt Materials, LLC

BY: 
Keith Giagnorio
Village President

BY: 

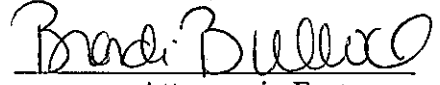
ATTEST:

Janet Downer, Deputy Village Clerk

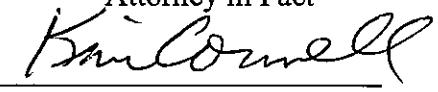
ATTEST:



SURETY: Merchants Bonding Company

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

BY: 
Attorney in Fact

BY: 
Kim Connell, Witness

(SEAL)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Don K Ardolino, Brandi Bullock, Kim Connell, William P. Leach, Christopher J. O'Hagan

of St. Louis and State of Missouri their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of June, 2012.



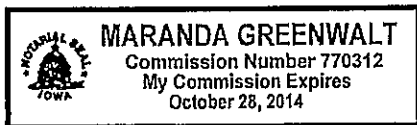
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 6th day of June, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of May, 2014.



William Warner Jr.
Secretary