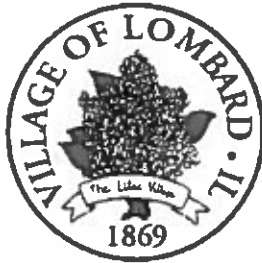




**Village of Lombard**  
**Board of Trustees Phone Poll**  
**July 27, 2016**

Registrar No.	Item Description	President Giagnorio	Trustee Whittington Yes (7/25/16 email)	Trustee Fugiel Yes (7/25/16 email)	Trustee Foltyniewicz Yes (6/1/16 phone)	Trustee Pike Yes (7/25/16 email)	Trustee Johnston Yes (7/27/16)	Trustee Ware Yes (7/25/16 email)
160324	2016 Surface Treatment							

## Interoffice Memo



To: Scott Niehaus, Village Manager  
 Through: Carl S. Goldsmith, Director of Public Works *g*  
 From: David Gorman, P.E., Assistant Director of Public Works *DG*  
 Date: July 20, 2016  
 Subject: FY 2016 Surface Treatment Program

The Surface Treatment Program is designed to extend the life of asphalt pavements. This program involves a specialty product called Reclamite.

For the Surface Treatment Program, only two products meet surface treatment specifications. One product is not distributed in Illinois. The other product, Reclamite, has only one applicator/contractor (CAM, LLC of South Roxana, IL) in the metropolitan Chicago area. Because of the successful performance of the CAM, LLC in past years and the special nature of the work, PW Engineering Division requested a proposal for the FY 2016 Surface Treatment Program.

Work will be performed on a work order basis. Payments to the Contractor will be based on the actual work performed at the awarded contract unit prices.

### Budget:

<i>Capital Project Fund</i>	<i>Budget</i>
RM PROG 18 – Surface Treatment	\$ 70,000.00

The proposal is summarized below:

<i>ITEM</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>CAM, LLC</i>	
			<i>UNIT PRICE</i>	<i>TOTAL</i>
PRESERVATIVE SURFACE TREATMENT	86,400.00	SY	\$0.81	\$69,984.00
				\$69,984.00

### Recommendations:

Public Works, Engineering Division recommends awarding this contract to CAM, LLC up to the CIP budget amount of \$70,000.00.

Please present this item to the President and Board of Trustees for review and approval at the regular meeting on August 18, 2016. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.



# Corrective Asphalt Materials, LLC

Asphalt Solutions and Industrial Dust Control  
Airports · Roadways · Utilities · Parking Areas

July 13, 2016

David Trias  
Village of Lombard  
1051 S. Hammerschmidt Avenue  
Lombard, IL 60148

Dear Mr. Trias,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to treat the Village of Lombard's asphalt pavements. Please accept the following as our formal proposal to apply Reclamite Maltene – Based Rejuvenating Agent for Contract Document Number RM PROG 18 for FY 2016 Surface Treatment Program.

- Apply Reclamite to approximately 86,400 SY of various asphalt pavement
- CAM's Responsibilities:
  - Furnish and apply Reclamite
  - Furnish and apply lime screenings
  - Resident Notification
  - All Traffic control and signs related to project
  - Handle any complaints or issues that may arise from application
  - Pre street sweeping if field conditions require
  - Post street sweeping
- Unit Price \$0.81 SY
- Total Price \$69,984.00

**Mark Homco, Project Coordinator will be contacting you to schedule the project.**  
Info: [homco@cammidwest.com](mailto:homco@cammidwest.com) , Cell: (630)465-4142

**Billing Information (please fill out upon acceptance)**

Name : \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Rachel Lang  
Business Development  
Anthony J. Witte, Jr. (Jack)  
President  
Corrective Asphalt Materials, LLC

APPROVED BY \_\_\_\_\_ Date \_\_\_\_\_

## VILLAGE OF LOMBARD

### CONTRACT

#### CONTRACT DOCUMENT NUMBER RM PROG 18

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

## VILLAGE OF LOMBARD

### CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Illinois as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, 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 \_\_\_\_\_ dollars (\$\_\_\_\_\_) 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 August 18, 2016 for the construction of the work designated:

#### FY 2016 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  
\_\_\_\_\_, 2016.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this

\_\_\_\_ day of \_\_\_\_\_, 2016.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_  
Keith Giagnorio  
Village President

BY: \_\_\_\_\_

ATTEST:

ATTEST:

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

\_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

BY: \_\_\_\_\_

(SEAL)

**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, 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

\_\_\_\_\_  
(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: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
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.	HILLCREST LN.	302
COLLEN DR	HILLCREST 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.	HILLCREST LN.	438
ELIZABETH ST	HILLCREST 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
HILLCREST CT	HILLCREST LN.	CUL-DE-SAC	327
HILLCREST LN	ELIZABETH ST.	HILLCREST CT.	505
HILLCREST LN	HILLCREST 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