

VILLAGE OF GLENCOE

CONTRACT FOR

CY 2026 Pavement Rejuvenation Services

Full Name of Bidder Corrective Asphalt Materials, LLC ("Bidder")
Principal Office Address 300 Daniel Boone Trail, South Roxana, IL 62087
Contact Person Rachel Lang Telephone Number (630) 631-2854

TO: Village of Glencoe ("Owner")
675 Village Court
Glencoe, Illinois 60022
Attention: James Tigue, Village Engineer

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None, which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the CY2026 Pavement Rejuvenation Services, (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
7. Engagement Term. The Agreement shall be in effect for a one (1) year period from the date of the award. The Agreement may be renewed for two (2) additional

one (1) year periods, subject to acceptable performance by the Contractor, by mutual agreement of the Village and the Contractor.

8. Annual Increase. Annual price increases are outlined in Exhibit A - MPI Joint Bid: Pavement Rejuvenation Contract letter from the Bidder.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto in Exhibit A and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

E. Equipment and Staging. Contractor shall be responsible for the proper, safe and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the Village. All staging locations for equipment and materials must be pre-approved by the Village. Contractor and

subcontractors are responsible for the security of their own materials, tools and equipment at the site.

F. Protection of Public and Private Property. The Contractor shall exercise all necessary caution to protect pedestrian and vehicular traffic and to protect all public and private property from injury or damage caused by the operations of the Contractor. Any practice determined to be hazardous in the opinion of the Village shall be immediately discontinued by the Contractor upon receipt of either verbal or written notice to discontinue such practice.

Closure of public streets shall be coordinated with Village staff and only as necessary for the completion of the Contract work; closure of off-street parking spaces shall only be permitted when prior arrangements have been made with the Village.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed in Exhibit A – MPI Joint Bid: Pavement Rejuvenation Contract letter from the Bidder.

TOTAL CONTRACT PRICE NOT-TO-EXCEED (in numbers):

\$45,000.00

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in Exhibit A - MPI Joint Bid: Pavement Rejuvenation Contract letter from the Bidder are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in Exhibit A - MPI Joint Bid: Pavement Rejuvenation Contract letter from the Bidder, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; **[and]**

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in Exhibit A - MPI Joint Bid: Pavement Rejuvenation Contract letter from the Bidder.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

An invoice mailed or delivered to the Public Works Department located at 675 Village Ct. Glencoe, IL 60022. Attention: James Tigue, Village Engineer. Invoices will be processed for payment, and funds will be disbursed upon Village Board approval of the check registry.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Contractor shall submit invoices as soon as

possible after completion of the Work. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work between May 1, 2026 and December 31, 2026.

4. Financial Assurance

A. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificate of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.
Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

B. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

C. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor, material, and equipment will be free of defects for the period stated in the

Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low

price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF GLENCOE

By: _____
Village Clerk

By: _____
Village Manager

Date: _____

Date: _____

ATTEST:

CORRECTIVE ASPHALT MATERIALS, LLC

By: _____

By: _____

Title: _____

Its: _____

Date: _____

Date: _____

**EXHIBIT A – MPI Joint Bid: Pavement Rejuvenation Contract
Letter from the Bidder**



Mailing Address:
 300 Daniel Boone Trail
 South Roxana, IL 62087
 Phone: 618-254-3855
 Fax: 618-254-2200

Locations:
 300 Daniel Boone Trail, South Roxana, IL 62087
 43W630 Wheeler Road, Sugar Grove, IL 60554

March 04, 2024

RE: MPI Joint Bid: Pavement Rejuvenation Contract
 RFB # 024-006
 02/08/2024

Greetings,

Corrective Asphalt Materials (CAM) would like to inform you that Winnetka, IL had the bid opening Wednesday, February 28, 2024 for the Pavement Rejuvenation Contract. CAM was the sole bidder received for this multi-year contract. Attached to this email is a copy of the bid submittal and bid bond. These two documents should be enough to allow individual municipalities the opportunity to submit request for quotes or provide individual contracts for the application of Reclamite and CRF.

CAM would like to invite you to forward individual request for quotes/contract agreements to:

Mike@cammidwest.com

Below gives an outline of the pricing by project size and scope of work for 2024-2026.

Option 1: Reclamite Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply **Reclamite**
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	\$1.34	\$1.39	\$1.45
15,000 SY – 29,999 SY	\$1.26	\$1.31	\$1.36
30,000 SY – 99,999 SY	\$1.20	\$1.25	\$1.30
Greater than or equal to 100,000 SY	\$1.14	\$1.19	\$1.24

Option 2: Reclamite CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	\$1.24	\$1.29	\$1.34
15,000 SY – 29,999 SY	\$1.18	\$1.23	\$1.28
30,000 SY – 99,999 SY	\$1.14	\$1.19	\$1.23
Greater than or equal to 100,000 SY	\$1.08	\$1.12	\$1.17

Option 3: CRF Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply CRF
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

<u>Amount (Square Yards)</u>	<u>Price/SY Year 1</u>	<u>Price/SY Year 2</u>	<u>Price/SY Year 3</u>
Less than or equal to 14,999 SY	\$1.82	\$1.89	\$1.97
15,000 SY – 29,999 SY	\$1.70	\$1.77	\$1.84
30,000 SY – 99,999 SY	\$1.64	\$1.71	\$1.77
Greater than or equal to 100,000 SY	\$1.59	\$1.65	\$1.72

Option 2: CRF CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

<u>Amount (Square Yards)</u>	<u>Price/SY Year 1</u>	<u>Price/SY Year 2</u>	<u>Price/SY Year 3</u>
Less than or equal to 14,999 SY	\$1.66	\$1.73	\$1.80
15,000 SY – 29,999 SY	\$1.56	\$1.62	\$1.69
30,000 SY – 99,999 SY	\$1.52	\$1.58	\$1.64
Greater than or equal to 100,000 SY	\$1.47	\$1.53	\$1.59

Please feel free to call or email with any questions.

We look forward to working with you this season,

Mike Sumrall
Operations Manager
Mike@cammidwest.com
(630)-465-4142

Rachel Lang
Business Development
Rachel@cammidwest.com