



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000 Fax: (847) 446-1139
General Email: tsloth@winnetka.org

REQUEST FOR BIDS:	#024-006	BID ISSUE DATE:	2/08/2024
BID DESCRIPTION:	MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT		
BID OPENING DATE:	2/28/2024	BID OPENING TIME:	10:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES			

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED ON PAGE 2. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
--	---

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Tim Sloth	PHONE:	(847)716-3513
EMAIL:	tsloth@winnetka.org		

FULL NAME OF BIDDER	Corrective Asphalt Materials, LLC
BID CONTACT PERSON	Mike Sumrall
TELEPHONE NUMBER	618-254-3855 / Direct 630-465-4142

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

PLEASE NOTE: Our bid documents have changed; please review carefully.

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT
USER DEPARTMENT:	PUBLIC WORKS

EVENT:	LOCATION:	DATE:	TIME:
Mandatory Pre-Bid Meeting	NONE	N/A	N/A
Deadline for Specification Inquiries	MUST BE SUBMITTED IN WRITING TO: TSLOTH@WINNETKA.ORG	2/22/2024	11:00am
Bidder's Response Due and Public Opening	WINNETKA VILLAGE HALL ATTN: DIRECTOR OF FINANCE 510 GREEN BAY ROAD WINNETKA, IL 60093	2/28/2024	10:00AM

Written questions regarding the substance of the bid or scope of services must be submitted via e-mail to tsloth@winnetka.org no later than the Pre-Bid Specification Inquiry Deadline indicated above.

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

BID PACKAGE

1. Invitation for Bidder's Proposals
2. General Instructions to Bidders
3. Bidder's Proposal
4. Bidder's Sworn Acknowledgement
5. Bidder's Sworn Work History Statement

Attachment A: Specifications

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

BID PACKAGE

INVITATION FOR BIDDER'S PROPOSALS

OWNER: Village of Winnetka
510 Green Bay Road
Winnetka, IL, 60093

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in Attachment A and generally described as follows:

The Village of Winnetka, on behalf of the Municipal Partnering Initiative, is accepting bids relating to the application of pavement rejuvenation agents. This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of an Emulsified Maltene-Based Asphalt Rejuvenating Agent and CRF Maltene-Based Asphalt Restorative Seal to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent and Maltene-Based Restorative Seal composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be priced in accordance with this bid proposal. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

The Work shall be performed at the following Work Sites:

To be determined in each member's Contract with the Contractor.

INVITATION

2. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- A. Invitation for Bidder's Proposals;
- B. General Instructions to Bidders;
- C. Addenda, if any are issued during the bidding process;
- D. Bidder's Proposal;
- E. Bidder's Sworn Acknowledgement;
- F. Bidder's Sworn Work History Statement;
- G. Other information submitted by Bidder, if requested during the bidding process;

4. Inspection and Examination

Bid Documents may be obtained as follows:

- 1. On-line: This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Finance Director at (847)716-3513 or tsloth@winnetka.org for these documents.

Companies interested in doing business with the Village of Winnetka are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the Village of Winnetka.

The Village of Winnetka is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

On-line Provider Disclaimer. DemandStar.com has no affiliation with the Village of Winnetka other than as a service that facilitates communication between the Village and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the Village. Communications to DemandStar.com do not constitute communications to the Village.

INVITATION

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Sites and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

The specifications may include the Illinois Department of Transportation's General Conditions of the Contract, "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB); "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS); "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD). The specifications also may include Owners' Village Code and Building Code. References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

5. Pre-Bid Meeting

None.

6. Bid Opening

The owner will receive sealed Bidder's Proposals for the Work by *10 o'clock, a.m., local time, February 28th, 2024, at the Village of Winnetka Finance Department, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093*. Bid will be opened and read aloud on February 28, 2024, at 10:00 AM. Bidders or their agents are invited to be present.

7. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of \$25,000 in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond on award of each individual Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, on award of the Contract to Bidder.

INVITATION

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract on award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance on award of the Contract to Bidder.

DATED: February 8, 2024

VILLAGE OF WINNETKA

By: Tim Sloth
Name

Finance Director
Title

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

BID PACKAGE

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Interpretation of Documents Included in Bid Package	1
2. Calculation of Unit Price Proposals	2
3. Prevailing Wages	2
4. Taxes and Benefits	2
5. Permits and Licenses.....	2
6. Preparation of Bidder's Proposal	3
7. Signature Requirements	3
8. Bid Security	4
9. Submission of Bidder's Proposals	5
10. Withdrawal of Bidder's Proposals	5
11. Qualification of Bidders.....	5
12. Disqualification of Bidders	6
13. Award of Contract.....	6
14. Notice of Award; Effective Date of Award	7
15. Finalization of Contract	7
16. Failure to Execute	8
17. Proprietary Information	8

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

BID PACKAGE

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

INSTRUCTIONS

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied on by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. Specific provisions relating to the Prevailing Wage Act, and required of the Contractor, are included in the Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

Except as otherwise expressly provided in the Contracts awarded by the various MPI agencies, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's

INSTRUCTIONS

Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

The Village typically provides an electronic spreadsheet for submitting schedules of prices. If the Village requests handwritten proposals, then entries on the those proposal form shall be entered or written legibly written in ink. In case of any conflict between words and numbers, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder on satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

INSTRUCTIONS

- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("*Bid Security*"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

INSTRUCTIONS

9. Submission of Bidder's Proposal

One original and two copies of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders,

INSTRUCTIONS

Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely on, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

INSTRUCTIONS

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 45 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 45 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

14. Notice of Award: Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare two copies of the Contract based on Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

15. Finalization of Contract

A. Finalization Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all conditions precedent to signing the Contract before the 10th day after the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("*Finalization Date*").

B. Conditions Precedent to Finalization. On or before the Finalization Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Finalization Date, and submit to Owner both copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Finalization Date; and (2) submit two executed copies of all required Bonds dated as of the Finalization Date and all certificates and policies of insurance.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

INSTRUCTIONS

C. Finalization. On the Finalization Date, and provided that all documents required to be submitted prior to or on the Finalization Date have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract and tender one copy to the successful Bidder at the Finalization. The successful Bidder shall tender a copy to its surety company or companies.

16. Failure to Execute

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the conditions precedent to finalization or to properly finalize and execute the Contract shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. On annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. Proprietary Information

Under the Illinois Freedom of Information Act, all records in the possession of the Village are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2. One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The Village will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception. The Village FOIA Officer is the final authority on judging proposed document redactions.

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT
BID PACKAGE**

BIDDER'S PROPOSAL

Full Name of Bidder Corrective Asphalt Materials, LLC ("Bidder")
Principal Office Address 300 Daniel Boone Trail, South Roxana, IL 62087
Local Office Address 43W630 Wheeler Road, Sugar Grove, IL 60554
Contact Person Mike Sumrall Telephone 618-254-3855 / direct 630-465-4142

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Village Clerk

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. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items for utility line clearance. (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and

PROPOSAL

in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, 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 on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

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

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
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

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
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

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in each member's Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** 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 and that 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 Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for \$25,000 ("*Bid Security*").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

11. Terms of the Contract

The prices will be in effect for a minimum of thirty-six (36) months. Upon mutual agreement, each community may extend the contract at any time, (automatically renewed annually) but may be canceled by either party at any time by giving sixty (60) days written notice sent by registered mail, prior to date of termination.

DATED: 2-26, 2024.

Bidder

Attest

By: _____

By: _____

Title: Member

Title: Operations Coordinator

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT
BID PACKAGE**

BIDDER'S SWORN ACKNOWLEDGEMENT

Corrective Asphalt Materials, LLC ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of 01/01/2018, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Corrective Asphalt Materials, LLC

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Anthony J. Witte, Jr.	300 Daniel Boone Trail, South Roxana, IL 62087
Marc Taillon	300 Daniel Boone Trail, South Roxana, IL 62087
_____	_____
_____	_____
_____	_____

3. Individual

Bidder is an individual as follows:

Full name: _____
Residence address: _____
Business address: _____
If operating under a trade or assumed name that name is: _____

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED: 2-26, 2024.

Bidder

Attest

By: [Signature]

By: [Signature]

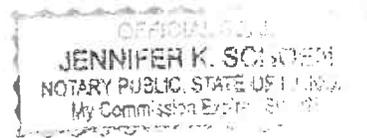
Title: Member

Title: Operations Coordinator

Subscribed and Sworn to before me on 2-26th, 2024.

[Signature]
Notary Public

My commission expires: 8-15, 2026



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

Marc Taillon ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: Manufacture and apply asphalt maintenance products

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>0.00</u> % Federal	<u>93.1</u> % As Contractor	<u>80</u> % Bidder's Forces
<u>98.2</u> % Other Public	<u>6.9</u> % As Subcontractor	<u>10</u> % Subcontractors
<u>1.8</u> % Private		<u>10</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 20 years

WORK HISTORY STATEMENT

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
See Attached	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Kane County</u>	<u>Lake County</u>	<u>DeKalb County</u>
Owner Address	<u>14W011 Burlington Rd. St. Charles, IL 60175</u>	<u>600 W. Winchester Rd. Libertyville, IL</u>	<u>1826 Barber Green Rd. DeKalb, IL</u>
Reference	<u>David Sitko</u>	<u>Julian Rozwadowski</u>	<u>Nathan Schwartz</u>
Telephone Number	<u>(630) 313-0754</u>	<u>(847) 377-7506</u>	<u>(815) 756-9513</u>
Type of Work	<u>Furnish & Apply</u>	<u>Furnish & Apply</u>	<u>Furnish & Apply</u>
	<u>Reclamite</u>	<u>Reclamite</u>	<u>Reclamite</u>

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
Amount of Contract	\$465,078.99	\$779,535.52	\$94,765.52
Date Completed	08/28/2023	7/23/2019	7/9/2020

DATED: 2-26, 2024.

Bidder
By: _____
Title: Member

Attest
By: _____
Title: Operations Coordinator

Subscribed and Sworn to before me on 2-26th, 2024.

Notary Public

My commission expires: 8-15, 2026



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

Corrective Asphalt Materials, LLC

Business/Contractor License List

Issuing Agency	State	Type	Number
State of Alabama	Alabama	Contractor License	49050
State of Arkansas Commercial Contractors Licensing Board	Arkansas	Contractor License	10262
Arkansas Dept of Finance	Arkansas	Franchise Tax/Annual Report	65770632-FRN
IDOT	Illinois	Certificate of Eligibility	668C
IDOT	Illinois	Subcontractor Registration	14679
Village of Arlington Heights	Illinois	Contractor License	24-00023014
Village of Lake Barrington	Illinois	Contractor's License	943
Village of Lake in the Hills	Illinois	Contractor License	L012058-052623
City of North Chicago	Illinois	Speciality (Contractor) License	LIC2023-0151
City of Orland Park	Illinois	Contractor License	CL-24-26762
Village of Schaumburg	Illinois	Contractor License	70808
Village of Skokie	Illinois	Contractor's License	
City of Urbana	Illinois	EEO Certification	23-A265
Village of Wilmette	Illinois	Contractor Business License	13328
SIUE Prequal	Illinois	Prequalification	
Iowa Secretary of State	Iowa	Certificate of Authority	411104
Louisiana Secretary of State	Louisiana	Certificate of Authority	43898011Q
Louisiana, Board of Contractors	Louisiana	Contractors License	70187
Minnesota Secretary of State	Minnesota	Certificate of Authority	8802136700028
New Brighton	Minnesota	Contractor License	202376101
City of Ramsey	Minnesota	Contractor License	2023118
State of Mississippi Board of Contractors	Mississippi	Contractor License	22254-SC
Mississippi Secretary of State	Mississippi	Certificate of Authority	1104746
Missouri Secretary of State	Missouri	Certificate of Authority	FL0010522
MODOT	Missouri	Contractor Questionnaire	28080
City of Columbia	Missouri	Business License	BL012311
City of Crestwood	Missouri	Contractor's Business License	4210
City of Hermann	Missouri	Business License	49
city of Jackson	Missouri	Contractor License	23-0010
City of Jefferson	Missouri	Business License	9314
City of Kansas City	Missouri	Business License	lo120988416
City of Kirkwood	Missouri	Contractor License	21-00005859
City of Lake St. Louis,	Missouri	Business License	CL23-0000072
City of Osage Beach	Missouri	Contractor License	3968
City of Washington	Missouri	Business License	17979
City of Springfield	Missouri	Business License	BUS2019-00582
City of St. Charles	Missouri	Contractor License	14953
North Dakota Secretary of State	North Dakota	Certificate of Authority	40887600
North Dakota Secretary of State	North Dakota	Contractor License	55048 Class C
Department of Public Works, Madison WI	Wisconsin	Prequalification	
Wisconsin Department of Financial Institutions	Wisconsin	Certificate of Authority	C093823

**VILLAGE OF WINNETKA
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

ATTACHMENT A

SPECIFICATIONS

- A. **General Scope:** This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of Emulsified Maltene-Based Asphalt Rejuvenating Agent and CRF Maltene-Based Asphalt Restorative Seal to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent or Maltene-Based Restorative Seal composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.
- B. **Pre-Construction:** The CONTRACTOR shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications to the Resident Engineer at the pre-construction meeting.

C. **Material Specifications:**

1. **Emulsified Maltene-Based Asphalt Rejuvenating Agent**

The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

NAPHTHENIC MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS

Property	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM D244	15-40
Residue, w%	ASTM D244 (Mod) ³	60-65
Miscibility Test	ASTM D244 (Mod) ²	Pass
Sieve Test, w%	ASTM D244 (Mod) ¹	0.1 Max.
Particle Charge Test	ASTM D244	Positive
Tests on Distillation Residue:		
Flash Point, COC, C	ASTM D92	196 Min.
Viscosity @ 60°C, C	ASTM D2170	100-200
Asphaltenes, w%	ASTM D2006-70	1.00 Max.

Maltene Dist. Ratio (Polar Compounds)+(First Acidaffins) (Saturates)+(Second Acidaffins)	ASTM D2006-70	0.3-0.6
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	1.0 Max.
Saturated Hydrocarbons, w%	ASTM D2006-70	21-28

¹ Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.

² Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

2. CRF Maltene-Based Asphalt Restorative Seal

The emulsified asphalt restoring agent shall be a naphthenic petroleum maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt restoring agent's manufacturer showing that the emulsified product conforms to the requirements below:

NAPHTHENIC EMULSIFIED ASPHALT RESTORING AGENT REQUIREMENTS

Property	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM D244	25-150
Residue, w%	ASTM D244 (Mod) ²	64 Min.
1-DAY Settlement, w%	ASTM D244	1.0 Max.
Sieve Test, w%	ASTM D244 (Mod) ¹	0.1 Max.
Particle Charge Test	ASTM D244	Positive
Tests on the Residue:		
Viscosity @ 60°C, cSt	ASTM D2170	1000-4000
Maltene Dist. Ratio (Polar Compounds)+(First Acidaffins) (Saturates)+(Second Acidaffins)	ASTM D2006-70	0.7-1.1
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	14.0 Max.

¹ Test procedure identical with ASTM D-244 except that distilled water shall be used in place

of two (2) percent sodium oleate solution.

² ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

D. Material Performance:

1. Emulsified Maltene-Based Asphalt Rejuvenating Agent

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by an AVERAGE of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8") of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

When directed by the Engineer, the Contractor shall have the following additional testing performed at the cost of the owner. The extracted asphalt binder taken from the treated and untreated cores as heretofore outlined shall be further tested per ASTM D-2006-70 Rostler Analysis. The results of this testing shall indicate a decrease in the percent asphaltene content for the treated samples as compared to the untreated samples.

2. CRF Maltene-Based Asphalt Restorative Seal

The restoring agent shall have a record of satisfactory service as an emulsified asphalt restoring agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 20 percent and the penetration value shall be increased by a minimum of 15 percent. Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eights inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the emulsified asphalt restoring agent requirements.

- E. **Product Standards:** The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for one of these standards.

The product "CRF"® as previously manufactured by Witco Corporation-Golden Bear Oil is the standard for the emulsified maltene-based asphalt restoring agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for the "CRF"® standard.

- F. **Applicator Experience:** The asphalt rejuvenating agent and restorative seal shall be applied by an experienced applicator of such material. The bidder shall have a minimum of 5 years' experience in applying the product proposed for use on municipal streets. The Contractor must submit with his bid a list of five (5) projects on which he applied said rejuvenator or restorative seal. They shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent and restorative seal must be present and in control of each day's work. The bidder shall submit at the preconstruction meeting a written experience outline of the project superintendent.

- G. **Application Temperature and Weather Limitations:** The temperature of the asphalt rejuvenating agent and restorative seal, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent and restorative seal shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent and restorative seal shall not be applied when the ambient temperature is below 35 degrees Fahrenheit. It shall be the discretion of the Resident Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Resident Engineer. The contractor cannot perform the work without the Resident Engineer consent if rain is forecasted between the time aggregates will be placed and when aggregates will be swept up.

- H. **Handling of Materials:** Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate or restoring seal concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of

the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Project Manager.

- I. **Application Equipment:** The distributor for spreading the emulsions shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent or restorative seal uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 2 pound to 6 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or lawns. The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.
- J. **Application:** The asphalt rejuvenating agent or restorative seal shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application.

Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck.

1. Emulsified Maltene-Based Asphalt Rejuvenating Agent

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of 60% Maltene based Emulsion to 40% water, or as specified by the manufacturer based on field conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing.

2. CRF Maltene-Based Asphalt Restorative Seal

Before spreading, the emulsified asphalt restoring agent shall be blended with water at the rate of 70% emulsified restoring agent to 30% part water, or as specified by the manufacturer based on field conditions. The combined mixture of emulsified asphalt restoring agent and water shall be spread at the rate of 0.06 to 0.30 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense.

After the rejuvenating emulsion or restoring seal has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent or restorative seal. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

- K. **Street Sweeping:** The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods approved by the Resident Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. Street sweeping shall be included in the price bid per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.
- L. **Traffic Control and Safety:** The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for

traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent or restorative seal to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and IDOT standards. The Contractor shall notify the Resident Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

M. Spreading of Sand or Screenings:

The contractor shall be responsible for protecting all storm sewer inlets before the screening and spreading aggregates.

Sand or lime screenings shall be furnished by the contractor. The contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this contract.

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the pavement surface as directed by customer representative. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of two pounds to four pounds per square yard.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

N. Resident Notification: The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The contractor shall also place the notice on the windshield of any parked cars on the street.

- O. Basis of Payment:** Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene Based Asphalt Rejuvenating Agent per square yard. Asphalt restoring seal shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene-Based Asphalt Restoring Seal. Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required. **Anticipated yardage assumes half of budget is spent on rejuvenating agent and half is spent on restoring seal. Estimated quantities are listed below for reference but are not guaranteed.**

Proposed Three-year Budget for participating agencies.

Note: Proposed budgets may be increased or decreased by each agency if mutually agreed to by both parties in writing.

Community name	Dollars budgeted (2024)	Dollars budgeted (2025)	Dollars budgeted (2026)
Arlington Heights	\$320,000	320,000	320,000
Highland Park	\$40,000	\$75,000	\$75,000
Elk Grove	\$150,000	\$150,000	\$150,000
Evanston	\$30,000	\$30,000	\$30,000
Rolling Meadows	\$70,000	\$70,000	\$70,000
Vernon Hills	\$50,000	\$75,000	\$75,000
Wilmette	\$42,000	\$41,000	\$35,000
Cary	\$25,000	\$25,000	\$25,000
Winnetka	\$25,000	\$25,000	\$25,000

Corrective Asphalt Materials, LLC
MPI Joint Bid: Pavement Rejuvenation Contract
Request for Bids #024-006

<u>Customer</u>	<u>Address</u>	<u>Contact</u>	<u>Date of completion</u>	<u>Product</u>	<u>Sq Yds</u>
Rolling Meadows, IL	3900 Berdnick Street Rolling Meadows IL	Brad Valentino (847) 693-0000	8/29/2023	Reclamite	68,307
Bloomington Township, IL	6N030 Rosedale Ave. Bloomington, IL	Bob Nogan (630) 625-2815	10/3/2023	Reclamite	68,500
Montgomery, Village of Geneva Construction Company, Inc.	PO Box 998 Aurora, IL	Cass Price (630) 892-4357	7/7/2023	Reclamite	70,020
Yorkville, IL	1485 S. Broadway Coal City, IL	Eric Rhoda (815) 634-2555	7/24/2023	Reclamite	75,666
D Construction Inc. Vernon Hills, IL	290 Evergreen Drive Vernon Hills, IL	Steve Maslov (847) 918-3590	6/27/2023	Reclamite	78,720

I certify that Corrective Asphalt Materials, LLC and its employees have manufactured and applied Reclamite Rejuvenating Agent and CRF Restorative Seal for over forty years.

- 1) Corrective Asphalt Materials, LLC has not experienced any difficulty in applying rejuvenating agents while performing work within the state of Illinois
- 2) Corrective Asphalt Materials, LLC has never received any complaints regarding the quality of our work with the state of Illinois
- 3) We have never had any contracts which resulted in a lawsuit or defaulted in any contracts



Marc Tallion

Member

2-26-24

Date



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

January 1, 2024

STATEMENT OF EXPERIENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

DANIEL HESTEKIN – 8 years of experience in the application of CRF & Reclamite using a distributor truck. Over 7 years of supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Daniel Hestekin, Project Supervisor

Cell (331) 251-0032

Mike Sumrall, Operations Manager

Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618) 254-3855

Marc Taillon, Vice President

Cell (314) 477-3995



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

January 1, 2024

STATEMENT OF EXPERIENCE: JOB SUPERVISOR & DISTRIBUTOR DRIVER

JOHN HOLLERAN – I have over 29 years' experience in the application of CRF & Reclamite using a distributor truck. I also have over 20 years' supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Mike Sumrall, Operations Manager

Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618) 254-3855

Jeff Krull, General Manger

Cell (618) 484-7659

By: _____
Jeff Krull, General Manager

Date: _____



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

January 1, 2024

STATEMENT OF EXPERIENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

DANIEL HESTEKIN – 8 years of experience in the application of CRF & Reclamite using a distributor truck. Over 7 years of supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Mike Sumrall, Operations Manager

Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618) 254-3855

Jeff Krull, General Manger

Cell (618) 484-7659



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

January 1, 2024

STATEMENT OF EXPERIENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

WADE SPARKS – 9 years of experience in the application of CRF & Reclamite using a distributor truck. Over 8 years of supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Mike Sumrall, Operations Manager

Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618) 254-3855

Jeff Krull, General Manger

Cell (618) 484-7659

**VILLAGE OF HAWTHORN WOODS – DEPARTMENT OF PUBLIC WORKS
PAVEMENT REJUVENATOR CONTRACT
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

4.02 Dates for Substantial Completion and Final Payment

- A. The Work will be substantially completed on or before August 29, 2025, and completed and ready for final payment on or before August 29, 2025.

4.03 Liquidated Damages

- A. Non-applicable

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A. below:

- A. The Village intends to proceed with approximately 66,433 SY of Option 1: Reclamite Turn Key Application, at a \$1.25/SY cost for Year 2 (2025) for a total estimated cost of \$83,041.25 and a not to exceed amount of \$90,000.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. The contractor shall submit a pay request by the second Monday of the month.
- B. Contract payment - Contract payments are approved by the Board of Trustees on the fourth Monday of each month, with payment to the Contractor available the following Wednesday by 12:00 noon. Unless otherwise expressed, payment will be placed in the mail.

ARTICLE 7 – INSURANCE

The successful bidder shall not commence work under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.

The successful bidder shall maintain limits no less than required by the Village.

ARTICLE 8 – TERMS & CONDITIONS

**VILLAGE OF HAWTHORN WOODS – DEPARTMENT OF PUBLIC WORKS
PAVEMENT REJUVENATOR CONTRACT
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

8.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**VILLAGE OF HAWTHORN WOODS – DEPARTMENT OF PUBLIC WORKS
PAVEMENT REJUVENATOR CONTRACT
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on July 21, 2025 (which is the Effective Date of the Agreement).

OWNER:

Village of Hawthorn Woods

By: *Pamela D. Thurston*

Title: Chief Operating Officer

Attest: *[Signature]*

Title: Village Clerk

Address for giving notices:

2 Lagoon Drive

Hawthorn Woods, Illinois, 60047

CONTRACTOR:

Corrective Asphalt Materials, LLC.

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

300 Daniel Boone Trail

South Roxana, Illinois, 62087

License No.: _____

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

VILLAGE OF HAWTHORN WOODS – DEPARTMENT OF PUBLIC WORKS
PAVEMENT REJUVENATOR CONTRACT
AGREEMENT BETWEEN OWNER AND CONTRACTOR

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on July 21, 2025 (which is the Effective Date of the Agreement).

OWNER:

Village of Hawthorn Woods

By: _____

Title: Chief Operating Officer

[CORPORATE SEAL]

Attest: _____

Title: VILLAGE CLERK

Address for giving notices:

2 Lagoon Drive

Hawthorn Woods, Illinois, 60047

CONTRACTOR:

Corrective Asphalt Materials, LLC.

By: _____

Title: General Manager

NO Seal

[CORPORATE SEAL]

Attest: _____

Title: Bids + Contracts

Address for giving notices:

300 Daniel Boone Trail

South Roxana, Illinois, 62087

License No.: _____

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
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

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
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