

**VILLAGE OF ALGONQUIN**  
**SPECIAL VILLAGE BOARD MEETING**  
**April 28, 2020**  
**7:30 PM**

Pursuant to Governor Pritzker's Executive Order No. 2020-07 (COVID-19 Executive Order No. 5), Governor Pritzker has suspended certain rules of the Open Meetings Act – specifically the Executive Order permits remote public meetings. In light of the current COVID-19 public health emergency and the prohibition of public gathering of 10 or more, the Village Board has chosen to conduct the board meeting remotely. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process.

The complete packet is may be viewed online via the Village Board's link on the Village's website, [www.algonquin.org](http://www.algonquin.org). If you would like to listen to the meeting, please go to <https://zoom.us/j/91116579870> or dial in (877)853-5257 or (888)475-4499 webinar ID 91116579870. If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or [meetingcomments@algonquin.org](mailto:meetingcomments@algonquin.org) during the to comment during the meeting public comment portion of the meeting after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial \*9 to raise your hand. The Village will attempt to read such public comments during the public commentary portion of the meeting. Any comments received during the meeting but after the public commentary portion has ended will be provided in writing to the Village Board members after the meeting. Remote meetings will be recorded for the sole purpose of accurate meeting minutes.

**-AGENDA-**

1. Call to Order
2. Roll Call – Establish Quorum
3. Public Comment – Audience Participation  
(see above instructions for public participation)
4. Adopt the following Resolutions:
  - A. Pass a Resolution Accepting and Approving the Financial Resiliency Plan
  - B. Pass a Resolution Accepting and Approving an Agreement with Corrective Asphalt Materials, LLC for the Reclamite Preservation Seal Application in the Amount of \$23,760.00 for 2020, \$54,600.00 for 2021, and \$47,000.00 for 2022
5. Adjournment



2020 - R -  
VILLAGE OF ALGONQUIN  
RESOLUTION

**WHEREAS**, the Village of Algonquin (“Village”), McHenry and Kane counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Resolution constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois; and

**WHEREAS**, the Village Board has determined that it is in the best interest of the Village and its residents to adopt a Financial Resiliency Plan to establish a framework and strategy to respond to adverse fiscal conditions that could negatively impact the Village’s financial sustainability.; and

**WHEREAS**, the President and Board of Trustees of the Village of Algonquin authorize the adoption of the Financial Resiliency Plan as attached in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Resolution as findings of the President and Board of Trustees.

SECTION 2: Effective Date. This Resolution shall be in full force and effect upon its passage and approval by the Board of Trustees.

Voting Aye:  
Voting Nay:  
Abstain:  
Absent:

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

APPROVED:

(seal)

\_\_\_\_\_  
John C. Schmitt, Village President

ATTEST:

\_\_\_\_\_  
Gerald S. Kautz, Village Clerk

by: \_\_\_\_\_  
Michelle Weber, Deputy Village Clerk



# Financial Resiliency Plan

Village of Algonquin | April 2020



## Purpose

The purpose of the Fiscal Resiliency Plan is to establish a framework and strategy to respond to adverse fiscal conditions that could negatively impact the Village's financial sustainability. The plan centers around the Village's guiding principles as identified in the Annual Budget. The Plan's purpose is to protect these principles during periods of unexpected fiscal stress. With these principles as a guide, budget and operating decisions can be made to adjust to for fiscal stress. The Plan creates a systematic response to adverse fiscal conditions, as opposed to reactionary decision making that could have long-term negative impacts to the organization. The primary focus of the plan is the General Fund; however, General Fund performance has a direct impact on other Governmental and Enterprise Funds, including funding for the Capital Improvement Funds.

## Goals

It is important in times of fiscal stress that the Village maintain its ability to carry-out its mission and provide vital services to residents and customers. The goal of the Plan is to:

1. Preserve the delivery core services
2. Continue to maintain vital infrastructure systems
3. Maintain a balanced budget including the use of planned drawdown of reserves
4. Maintain fund balance policy

## Roles and Responsibilities

1. The **Village Board** sets financial policies and approves the Plan.
2. The **Village Manager** is responsible for adherence and enforcement of the Plan
3. The **Assistant Village Manager** creates and monitors the Plan, making recommendations to the Village Manager.
4. **Department Heads** maintain contingency options in conjunction with the annual budget process for implementation of the Plan.

## Trigger Events

A trigger event is an adverse fiscal circumstance as determined by the Village Manager, which may include, but is not limited to, natural disasters, adverse State action, economic downturns, and large unexpected costs. A trigger event is defined as a temporary or permanent negative variance in major revenue sources of greater than five (5) percent from budgeted values. Major revenue sources are those that are greater than ten (10) percent of the fund's revenue items, and include, but are not limited to, State Sales Tax, Income Tax, Property Tax, Home-Rule Sales Tax, Water and Sewer Fees, and others.

If a Tigger Event happens within the fiscal year, the Village Manager will determine what Actions are appropriate to take to minimize the financial impact to the Village. Actions will be taken in a manner that upholds the Village's guiding principles and operating plans, while recognizing the benefits as quickly as possible.

## Actions

1. **Duration Assessment:** Depending on the expected duration of the fiscal stress, contingency actions may differ. The Village will identify if the situation is expected to be long-term (in excess of the current or next budget year) or short-term (recovery expected in the current or next budget year).

2. **Increased Monitoring:** If a trigger event is identified, the Assistant Village Manager will provide a memo on the status of the Village’s financial situation at least monthly to the Village Board, in addition to regular monthly financial reporting.
3. **Maintain Fund Balance Policy:** A fund balance reserve is maintained in part for the purpose of bridging short-term or unexpected fiscal stress. The Village will identify the short-term impact to fund balance and ensure the Village’s fund balance policy is adhered to.
4. **Identify Operating Adjustments:** In conjunction with the preparation of the Annual Budget, staff will prepare and update a list of potential operating adjustments in the event of a trigger event. These adjustments will be considered based on their impact to the Village’s mission and timeframe to realize the benefits. A matrix of general actions is shown below and should be considered a to act as a guide, illustrating a combination of strategies to be implemented or rescinded by the Village Manager based on Village needs and market conditions. In most cases, Stage 1 actions would be considered first followed by Stage 2 and Stage 3.

Action	Stage 1	Stage 2	Stage 3	Impact
Freeze Open Positions	X	X	X	Short-Term
Capital Expenditure Hold	X	X	X	Short-Term
Fund Balance Reduction	X	X	X	Short-Term
Operating Expense Review	X	X	X	Mid-Term
Renegotiation of Operating Contracts	X	X	X	Mid-Term
Insource Existing Service Contracts	X	X	X	Mid-Term
Outsource Services	X	X	X	Long-Term
Overtime/Compensation/Benefit Review		X	X	Short-Term
Reduce Service Contracts		X	X	Short-Term
Reduce Capital Purchases/Projects		X	X	Mid-Term
Capital Lease and Rental Utilization		X	X	Mid-Term
Early Retirement Program		X	X	Mid-Term
User Fee Review		X	X	Long-Term
Program and Service Review		X	X	Long-Term
Open Position Consolidation		X	X	Long-Term
Overtime/Comp Time Freeze			X	Short-Term
Personnel Hours Reduction			X	Short-Term
Defer Capital Improvement Projects			X	Short-Term
Service Contract Elimination			X	Mid-Term
Wage Freeze			X	Mid-Term
Benefit Reduction			X	Mid-Term
Reduction in Force			X	Long-Term
Program and Service Reductions			X	Long-Term
Voter Referendum (Revenue Increase)			X	Long-Term

### Implementation and Communication of Actions

The Village Manager will notify the Village Board of recommended contingency actions and their financial and service impact. Meetings will be held to alert employee groups, led by department senior management, of the financial situation and contingency actions. Employees will be encouraged to participate and identify additional ideas for contingency actions. The impact and implementation will be included in the monthly monitoring report or more frequently as required.

**Appendix A: FY 19/20 Major Revenue Sources**

<b>General Fund</b>	<b>FY 19/20 Budget</b>	<b>Percentage of Total</b>
Sales Tax	\$7,750,000	39%
Property Tax	\$5,980,000	30%
Income Tax	\$3,675,000	19%

<b>Motor Fuel Tax Fund</b>	<b>FY 19/20 Budget</b>	<b>Percentage of Total</b>
MFT Allotments	\$758,000	90%

<b>Street Improvement Fund</b>	<b>FY 19/20 Budget</b>	<b>Percentage of Total</b>
Home-Rule Sales Tax	\$4,240,000	76%
Utility Tax	\$925,000	17%

<b>Park Improvement Fund</b>	<b>FY 19/20 Budget</b>	<b>Percentage of Total</b>
Telecommunications Tax	\$220,000	61%
Video Gaming Terminal Tax	\$105,000	29%

<b>Water and Sewer Operating Fund</b>	<b>FY 19/20 Budget</b>	<b>Percentage of Total</b>
Sewer Fees	\$4,600,000	46%
Water Fees	\$3,700,000	37%
Infrastructure Fees	\$1,320,000	13%

<b>Water and Sewer Capital Fund</b>	<b>FY 19/20 Budget</b>	<b>Percentage of Total</b>
Water Connection Fees	\$265,000	45%
Sewer Connection Fees	\$235,000	39%

<b>Development Fund</b>	<b>FY 19/20 Budget</b>	<b>Percentage of Total</b>
Hotel Tax	\$46,000	79%

<b>Downtown TIF Fund</b>	<b>FY 19/20 Budget</b>	<b>Percentage of Total</b>
Property Tax	\$540,000	100%



2020 - R -  
VILLAGE OF ALGONQUIN  
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Corrective Asphalt Materials, LLC for the Reclamite Preservation Seal Application in the Amount of \$23,760.00 for 2020, \$54,600.00 for 2021, and \$47,000.00 for 2022, attached hereto and hereby made part hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

APPROVED:

(seal)

\_\_\_\_\_  
John C. Schmitt, Village President

ATTEST:

\_\_\_\_\_  
Gerald S. Kautz, Village Clerk

by: \_\_\_\_\_  
Michelle Weber, Deputy Village Clerk

**VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)**

Date: 4/23, 20

Purchase Order No. N/A

<b>Project:</b> Reclaimite	<b>Location:</b> Village of Algonquin
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**Originating Department:**

Owner	Contractor/Vendor	Architect/Engineer
<b>Village of Algonquin</b> Address: 110 Meyer Drive, Algonquin, IL 60102 Phone: 847-658-2700 x4402 Fax: 847-658-2759 Contact: Robert Mitchard, III	Name: Corrective Asphalt Materials Address: 300 Daniel Boone Trail South Roxana, IL 62087 Phone: 618-254-3855 Fax: Contact: Angela Vantrease	Name: Address: Phone: Fax: Contact:

**PREVAILING WAGE NOTICE:** This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, which requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. All contractors and 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.

**COST OF WORK:** The Contract Price of the Work under this Purchase Agreement is \$ see attached proposal.

**SCOPE OF WORK:** Furnish the Work/items described below in accordance with the following plans and specifications:

- Q General Contract, dated \_\_\_\_\_, \_\_
- Q Specification No(s): Bid Specifications \_\_\_\_\_, dated 4/3, 2020
- Q Plans dated : \_\_\_\_\_
- Q Addendum No(s): \_\_\_\_\_
- Q Other: \_\_\_\_\_

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Reclaimite	\$ see proposal	\$ see proposal
			<b>TOTAL</b>	\$ see proposal

**NOTES:**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

**WARRANTIES and INDEMNIFICATION:** Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (1) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

**CONTRACT TIMES:** Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner’s Notice to Proceed, and to complete the Work no later than 8 months (\_\_\_\_\_) days after commencing the Work. Time is of the essence.

**THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR.** No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

**ACCEPTANCE OF PURCHASE AGREEMENT:** The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

**CONTRACTOR/VENDOR:**

**PURCHASER: Village of Algonquin**

By: \_\_\_\_\_  
 Authorized Vendor Representative

\_\_\_\_\_  
 Title:

Dated: \_\_\_\_\_



## SUPPLEMENTAL CONDITIONS

**1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

**2. Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.

**3. Familiarity With Plans; Qualifications:** Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.

**4. Workmanship; Safety:** All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards

**5. Extra's and Change Orders:** No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

**6. Inspection and Acceptance:** Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

**7. Taxes, Delivery, Risk of Loss:** Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods

come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

**8. Payment:** Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

**9. Contractor/Vendor Warranty:** Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

#### **10. Insurance and Bonds:**

10.1 Contractor/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Contractor/Vendor shall furnish the Village with a certificate of insurance and such other documentation (including a copy of all or part of the policy) to the Village at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Village deems necessary to establish compliance with this provision.

10.2 Contractor/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Contractor/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Contractor/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

**11. Indemnity:** Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor or those working at their direction.

Further:

11.1 Contractor/Vendor acknowledges that should any items or Work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Contractor/Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorney's fees.

11.2 In any and all claims against Owner or any of its agents or employees, by any employee of Contractor/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor/Vendor assumes the entire liability for its own negligence, and as part of this Agreement waives all defenses available to Contractor/Vendor as an employer which limit the amount of Contractor/Vendor's liability to Owner to the amount of Contractor/Vendor's liability under any workers compensation, disability benefits or employee benefit laws.

**12. Patents:** Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

**13. Cancellation:** Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

**14. Remedies:** Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

**15. Compliance With Laws:** During the performance hereunder, Contractor/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor/Vendor's compliance with any Laws or Regulations.

**16. Notices:** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

**17. Records, Reports and Information:** Contractor/Vendor agrees to furnish Owner with reports and information regarding the Work performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Contractor/Vendor and the results thereof. Contractor/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Work performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Work, and such records shall be subject to audit by the Owner upon reasonable advance notice to Contractor/Vendor on a mutually agreed date and time.

**18. Tobacco Use:** Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

**19. Assignment:** Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

**20. Waiver:** Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Contractor/Vendor and Owner with respect to such future performance shall continue in full force and effect.

**21. Controlling Law, Severability:** The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled to recover its reasonable attorneys' fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

**22. Arbitration.** Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

**23. Recovery of Fees.** In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

**CONTRACTOR/VENDOR:**

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Date

**McHenry County Municipal Partnering Initiative (MC-MPI)**

Sealed bids will be accepted in the above office until

**APRIL 3, 2020, NO LATER THAN 3:00 P.M. (CST)**

**REQUEST FOR BIDS:  
RECLAMITE PAVEMENT REJUVENATOR**

**McHenry County Municipal Partnering Initiative  
Participating Agencies**

Village of Algonquin, Village of Lake in the Hills, City of  
McHenry, City of Woodstock, Village of Cary, Greenwood  
Township

**Contact Person for General Bid Document Questions and  
Questions Related to City of McHenry Specifications:**

Troy Strange, Public Works Director,  
[tstrange@cityofmchenry.org](mailto:tstrange@cityofmchenry.org)

**Contact Person for the Village of Algonquin:**

Michelle Zimmerman, Assistant Public Works Director,  
[mzimmerman@algonquin.org](mailto:mzimmerman@algonquin.org)

**Contact Person for Greenwood Township:**

Don Goad, Highway Commissioner,  
[dgoad@wonderwave.net](mailto:dgoad@wonderwave.net)

**Contact Person for the Village of Lake in the Hills:**

Guy Fehrman, Superintendent of Streets,  
[lfehrman@LITH.org](mailto:lfehrman@LITH.org)

**Contact Person for the Village of Cary:**

Steve Kopacz, Superintendent, [skopacz@caryillinois.com](mailto:skopacz@caryillinois.com)

**Contact Person for the City of Woodstock:**

Jeff Van Landuyt, Public Works Director,  
[ivanlanduyt@woodstockil.gov](mailto:ivanlanduyt@woodstockil.gov)

**Issuing Agency:**

City of McHenry Public Works Department  
1415 Industrial Drive  
McHenry, IL 60050

**Drop Off Address:**

City of McHenry Public Works Department  
1415 Industrial Drive  
McHenry, IL 60050

Company: Corrective Asphalt Materials, LLC Date: April 3, 2020

Contact Person: Angela Vantrease- Administrative Assistant

Address: 300 Daniel Boone Trail City: South Roxana

State: IL Zip Code: 62087

Email Address: angela@cammidwest.com

Telephone Number: 618-254-3855

FEIN or SSN: 37-1359575

**PURCHASING ORDINANCES**

The attention of bidders is directed to each individual MPI member’s Purchasing Ordinance. This Ordinance is incorporated by reference into this bid as if it were contained herein. To view the agency’s ordinance, please individually contact the agency.

Any communication regarding this bid between the date of issue and date of award is required to go through the Contact Person listed above. ***Unauthorized contact with other staff, elected officials or other officers is strictly forbidden***

**SOLE SOURCE**

As this product is available only through a single supplier, the bid is being solicited as a sole source bid. Each individual MPI member shall be responsible for adherence to its individual municipal purchasing ordinance and applicable sole source procedures.

**SCOPE OF WORK**

The County of McHenry Municipal Partnering Initiative seeks qualified firms to provide cleaning services for multiple municipal facilities. Subject to continuing need and availability of funds. All requirements are according to specifications enclosed herein.

**SCHEDULE OF EVENTS**

March 11, 2020	Proposal Available via email (tstrange@cityofmchenry.org)
March 20, 2020	Vendors Questions Submitted via email to tstrange@cityofmchenry.org by <b>3:00 P.M.(CST)</b>
March 27, 2020	Vendors Questions Answered via Addendum; emailed by <b>3:00 P.M.(CST)</b>
April 3, 2020	Bid Due at McHenry Public Works no later than 3:00 P.M.(CST) (No electronic bids accepted)

**PAYMENT**

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

**NON-DISCRIMINATION**

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

### PREVAILING WAGE

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. Prevailing Wage Rates are available at the Illinois Department of Labor website: <https://www2.illinois.gov/idol/Pages/default.aspx>.

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

### CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

### INCREASED PENALTIES FOR PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which contractors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

### OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the MPI Members must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the MPI Members must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease

Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

#### SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

#### PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

The MPI Members should select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

#### SECURITY

The contractor represents and warrants to the MPI Members that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the MPI Members that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the MPI Members, the Corporate Authorities, and all MPI Members elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

#### ADDENDUM

Should the Vendor require any additional information about this Bid, please email any questions by the deadline as outlined in the schedule of events. Any and all changes to these specifications are valid only if they are included by written addendum to all bidders. No interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be emailed to bidder if a Notice of Intent to Bid has been completed and submitted to the Contact Person. In addition, all addenda will be posted on the issuing agency's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Public Works (or his/her designee) from the issuing agency has the authority to issue an addendum.

Addenda are written instruments issued by the issuing agency prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act



shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

#### TAXES

The MC-MPI Participating Agencies are exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

#### INSURANCE

(1)

##### GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the Agency, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- (a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence, combined single limit for:  
Bodily Injury Liability and Property Damage Liability;

- (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2)

##### EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

- (a) The MC-MPI Participating Agencies shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The MC-MPI Participating Agencies shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;

- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the MC-MPI Participating Agencies as an additional insured. A copy of the endorsement shall be provided to MPI Members along with the Certificate of Insurance; and,
- (e) Have individual MC-MPI Participating Agencies named as an additional insured and the address for certificate holder must read as:

"Agency Name", a **body politic**  
Municipal Address  
City, State, Zip Code

- (f) Insurance Notices and Certificates of Insurance shall be provided to the individual municipalities.

#### HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the MPI Members, their agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the MPI Members, their agents, servants, or employees or any other person indemnified hereunder.

#### PERFORMANCE AND PAYMENT BOND

A Performance and Payment Bond will be required by the accepted bidder as described below if the bid amount exceeds \$50,000.00.

- Payment and Performance Bond must be in the amount of 110% of the bid value. Any additional scope value during the project must be covered by the bonds.
- Obligee is County of McHenry, project owner for the Payment and Performance Bonds.
- Payment and Performance Bonds must be signed by an official of the bonding company and accompanied by the bonding agent's written Power of Attorney.
- Provide three (3) copies of each of the bonds and the Power of Attorney in order that one copy of each may be attached to each copy of the contract agreement. Bonds must be submitted to McHenry County within two (2) weeks of the notice of award, if start of construction is sooner, then bonds must be submitted a minimum of two (2) days prior.
- Date of Agreement and Payment and Performance Bonds must be the same.
- Such Payment and Performance Bonds must be issued by a surety listed on the Department of Treasury's listing as approved sureties (Department Circular 570) with an A.M. Best Rating of "A" or better which is licensed in the state of the location of the project and must be acceptable to the design-builder.

#### BID BOND

~~Each separate bid must be accompanied by a bid bond, certified check, or a cashier's check, drawn on a bank authorized to do business in Illinois, in a dollar amount of not less than five percent (5%) of the sum of the computed total amount of the bid or five hundred dollars (\$500), whichever is greater.~~

### BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid.

**Bids must be submitted by mail or in person (One Original, no electronic submission).**

**Bids are due no later than 3:00 P.M. and on April 3, 2020.**

Sealed Bid envelopes are to be clearly marked with the title, time & date of opening.

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

### SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

### GENERAL CONDITIONS

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

### AWARD OF ORDER

The MPI Members will award the bid and execute a contract to the lowest responsive, responsible bidder meeting the Agency's requirements as listed in this document. The Agency will be the sole judge of acceptability of any products offered.

### WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The issuing agency shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

### MISCELLANEOUS

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Contact Person.

### EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The issuing agency will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

### ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Contact Person prior to the bid opening for the purpose of clarifying specifications.

#### FULL PRICING AND CONTINGENCIES

The MC-MPI Participating Agencies shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the MC-MPI Participating Agencies.

#### RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the MC-MPI Participating Agencies' inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the MC-MPI Participating Agencies' satisfaction by the successful bidder at no additional charge.

#### TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The MC-MPI Participating Agencies will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the MC-MPI Participating Agency deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the MC-MPI Participating Agency's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the MC-MPI Participating Agency in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the MC-MPI Participating Agency thirty (30) days after written notification of termination from the MC-MPI Participating Agency.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the MC-MPI Participating Agency shall have 120 days after each election of MC-MPI Participating Agency's board or council members to terminate this Agreement, without cause and without penalty.

#### CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

#### COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the MC-MPI Participating Agency to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

#### REJECTION OF BIDS, WAIVER OF IRREGULARITIES

The MPI Members reserve the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the MC-MPI Participating Agency. Any such decision shall be considered final.

**PROTEST PROCEDURES**

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the Village Administrator/City Manager/County Administrator/Highway Commissioner (or his/her designee) from the issuing agency. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the issuing agency.

**BIDDER'S ATTACHMENT TO THE BID**

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

**EXPECTATION FOR EQUIPMENT/HARDWARE**

It is the MC-MPI Participating Agency's expectation equipment and/or hardware installed as part of this bid will be in new, unused condition unless otherwise noted in bid submission.

**DELIVERY**

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Director of Public Works (or his/her designee) from the issuing agency will be considered a breach of faith.

**FREIGHT**

Freight is all inclusive unless otherwise stated.

**FUEL SURCHARGE**

The MC-MPI Participating Agencies do NOT accept any fuel surcharges.

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2020 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the General Instructions, the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Street and Highways" in effect on the date of submission of the Proposal. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. The term "Agency" refers to the Village of Algonquin, Illinois; Village of Lake in the Hills, Illinois; City of Crystal Lake, Illinois; City of McHenry, Illinois; City of Woodstock, Illinois and Greenwood Township.

**DESCRIPTION OF IMPROVEMENT**

This work shall consist of the application of Rejuvenator and all necessary and related work as detailed in the Special Provisions.

**CONTRACT TIME**

Contractor shall complete the Work no later than August 21, 2020, unless otherwise approved in writing by the Agency's representative.

**WORKING HOURS**

No work shall be performed between 7:00pm and 7:00am, but not on Saturdays, Sundays, or legal holidays without written permission of the Owner. However, emergency work may be done with permission from the Agency's representative.

**TRAFFIC CONTROL AND SITE SAFETY**

The Contractor is responsible to provide Traffic Control that meets the requirements specified in Section 701 of the Standard Specifications. Traffic Control is considered incidental to this Contract.

The Contractor shall contact the Agency at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Application of Rejuvenator shall be planned so as to cause a minimum of inconvenience to the adjacent property owners.

**LOCATION OF IMPROVEMENTS**

This work is to be completed at various locations within each Agency. The exact locations shall be provided to the Contractor upon award of the Contract and prior to beginning work.

**RECLAMITE EMUSIFIED MALTENE-BASED REJUVENATOR**

**General Scope:** This work shall consist of furnishing all labor, material, traffic control and equipment necessary to perform all operations for the application of Reclamite Emulsified Maltene-Based Asphalt Rejuvenating Agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent 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.

**Material Specifications:** The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. The Contractor must submit with its Proposal a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

**RECLAMITE MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS:**

<u>Property</u>	<u>Test Method</u>	<u>Requirements</u>	
	ASTM	Min.	Max.
Viscosity			
@ 25°C, SFS	D244	15	40
Residue, w%	D244 (Mod) <sup>3</sup>	60	65
Miscibility Test	D244 (Mod) <sup>2</sup>	Pass	
Sieve Test, w%	D244(Mod.) <sup>1</sup>		0.1
Particle Charge Test	D244	Positive	
Tests on Distillation Residue:			
Flash Point, COC, C	D92	196	-
Viscosity@ 60C, C	D2170	100	200
Asphaltenes, %w	D2006-70	-	1.00
Maltene Dist. Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	D2006-70	0.3	0.6
Polar Compounds/Saturates Ratio	D2006-70	0.5	
Asphaltenes, w%	D2006-70		1.0
Saturated Hydrocarbons, w%	D2006-70	21	28

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

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

<sup>3</sup>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.

**Material Performance:** The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate, replace lost maltene fractions, and decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to prevent the intrusion of air and water.

The Contractor must submit with its Proposal:

1. Asphalt Rejuvenator product name and descriptive literature. Literature shall be descriptive and detailed information and shall show it at least meets the material specifications.
2. A current Material Safety Data Sheet (MSDS) for the material.
3. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
4. Previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of two years by government agencies such as Cities, Counties, or DOT's.
5. Testing data from a minimum of five projects showing that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

**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 Schedule of Prices shall be for one of these standards.

**Applicator Experience:** The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The Contractor shall have a minimum of 5 years experience in applying the product proposed for use on municipal streets. The Contractor must submit with its Proposal a list of five (5) projects on which he applied said rejuvenator. He 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 asphaltrejuvenating agent must be present and in control of each day's work. The Contractor shall submit at the preconstruction meeting a written experience outline of the project superintendent.

**Application Temperature and Weather Limitations:** The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when there is no likelihood of precipitation forecasted within twenty-four (24) hours of application. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 45 degrees Fahrenheit or when temperatures are forecasted to fall below 40 degrees Fahrenheit within twenty-four (24) hours of application. 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.



**Handling of Asphalt Rejuvenating Agent:** 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 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.

**Application Equipment:** The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent 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.

**Application of Rejuvenating Agent:** The asphalt rejuvenating agent 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 insure 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. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. 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. 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 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. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

**Spreading of Sand or Screenings:** Sand or 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 the local agency. 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.

### **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 unit price 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.

### **Written Notification**

The Contractor shall distribute written notification in the form of an informational pamphlet to all residents of streets to receive rejuvenator. This written notification shall be distributed no greater than 48 hours prior to application. This work shall be considered incidental to the Contract.

**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 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.

**Basis of Payment:** This work shall be paid for by the contract unit price per square yard for RECLAMITE EMULSIFIED MALTENE-BASED REJUVENATING, which price shall include all materials, equipment, labor, traffic control, sweeping, written notification, material disposal, and incidentals to complete the work as specified and required.

**SCHEDULE OF QUANTITIES – BY INDIVIDUAL AGENCY**

The approximate quantities set forth in the table below for each item are estimates only and each Agency reserves the right to increase or decrease such quantities based on the Standard Specifications.

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**SCHEDULE OF QUANTITIES:**

	Basic Period (2020-21)	First Option Period (2021-22)	Second Option Period (2022-23)
Village of Algonquin	27,000 SQ YD	60,000 SQ YD	50,000 SQ YD
Village of Lake in the Hills	63,000 SQ YD	63,000 SQ YD	63,000 SQ YD
City of McHenry	45,000 SQ YD	45,000 SQ YD	45,000 SQ YD
City of Woodstock	11,000 SQ YD	11,000 SQ YD	11,000 SQ YD
Village of Cary	38,000 SQ YD	38,000 SQ YD	38,000 SQ YD
Greenwood Township	20,000 SQ YD	20,000 SQ YD	20,000 SQ YD
<b>Total</b>	204,000 SQ YD	237,000 SQ YD	227,000 SQ YD

Exceptions to this Bid:     N/A    

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**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2020 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL  
SCHEDULE OF PRICES**

**Company Name:** Corrective Asphalt Materials, LLC

**Address:** 300 Daniel Boone Trail

South Roxana, IL 62087

**Contact Person:** Angela Vantrease- Administrative Assistant

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	PAY ITEM	TOTAL EST. QUANTITY	UNIT PRICE	ANNUAL COST
		SQ YD REJUVENATOR APPLIED		
Basic Period (2020-2021)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	204,000 SQ YD	\$ 0.88	\$ 179,520.00
First Option Year (2021-2022)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	237,000 SQ YD	\$ 0.91	\$ 215,670.00
Second Option Year (2022-2023)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	227,000 SQ YD	\$ 0.94	\$ 213,380.00

*Individual quantities for each agency in the joint contract proposal are included in the contract special provisions*

**REFERENCES**

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (only correct contact names and phone numbers will be acceptable).

Entity: Village of Lombard  
Address: 255 E. Wilson Avenue  
City, State, Zip Code: Lombard, IL 60148  
Telephone Number: 630-620-5740  
Contact Person: Tom Dixon  
  
Email Address: dixont@villageoflombard.org

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Entity: Village of Downers Grove  
Address: 5101 Walnut Avenue  
City, State, Zip Code: Downers Grove, IL 60515  
Telephone Number: 630-434-5494  
Contact Person: John Welch  
  
Email Address: jwelch@downers.us

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Entity: City of St. Charles  
Address: 2 Main Street  
City, State, Zip Code: St. Charles, IL 60174  
Telephone Number: 630-377-4418  
Contact Person: Ken Jay  
  
Email Address: kjay@stcharlesil.gov

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**THIS PAGE IS MANDATORY**

**CERTIFICATIONS & SIGNATURE PAGE**

**Certificate of Compliance with Illinois Drug-Free Workplace Act**

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Corrective Asphalt Materials, LLC  
Name of Contractor (please print)



Submitted by (signature)

Marc Taillon- Member  
Title

**Certificate Regarding Sexual Harassment Policy**

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Corrective Asphalt Materials, LLC  
Name of Contractor (please print)



Submitted by (signature)

Marc Taillon- Member  
Title

**THIS PAGE IS MANDATORY**

**CERTIFICATIONS & SIGNATURE PAGE**

- Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. Yes: X No: \_\_\_\_\_
- Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). Yes: X No: \_\_\_\_\_
- Under penalties of perjury, I certify that my correct Federal Taxpayer Identification Number is: 37-1359575
- I am doing business as a (please check one):  
 Sole Proprietorship  Partnership  Corporation (State of Incorporation): \_\_\_\_\_  Other \_\_\_\_\_
- State full names, titles and addresses of all responsible principles and/or partners below:  
Name: Marc Taillon Title: Member  
Address: 5180 Springfield Dr., Edwardsville, IL 62025  
Name: Anthony J. Witte Jr. Title: Member  
Address: 213 Mason Glen Dr., Lake St. Louis, MO 63367
- I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid. I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the MPI Members adequate time to evaluate the qualifications submitted.
- I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the MPI Members or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Individual/Company/Corporation: Corrective Asphalt Materials, LLC

Business Address: 300 Daniel Boone Trail

City, State and Zip Code: South Roxana, IL 62087

Printed Name: Marc Taillon Title: Member

Original Signature: 

Witness Signature:  Title: Administrative Assistant

Telephone Number: 618-254-3855 Email: angela@cammidwest.com

Date: March 30, 2020

**End of Document**





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 30, 2020

STATEMENT OF EXPERIENCE-CORRECTIVE ASPHALT MATERIALS, LLC

RE: Reclamite Pavement Rejuvenator (Letting April 3, 2020 at 3PM)

To Whom It May Concern:


Corrective Asphalt Materials, LLC has been in business over thirty-seven years: First as CAM Construction, then CAM, LLC as of July 1996, and finally as Corrective Asphalt Materials, LLC as of April 12, 2004.

Corrective Asphalt Materials, LLC has manufactured and applied Golden Bear Oil Specialties Products for over thirty-eight years. Our employees have many years' experiences in the application of Reclamite Rejuvenating Agent and CRF Restorative Seal.

- 1) Corrective Asphalt Materials, LLC has not experienced any difficulty 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 within the state of Illinois.
- 3) We have never had any contracts which resulted in a lawsuit or defaulted in any contracts.

List of References:

- 1) City of Elmhurst 209 North York Street, Elmhurst, IL 60126
  - a. Kim McGrew 630-530-3122
  - b. Reclamite 10/08/2019 231,765 Square Yards
- 2) Lake County DOT 600 W. Winchester Road, Libertyville, IL 60048
  - a. Julian Rozwadowski 847-377-7506
  - b. Reclamite 09/28/2018 311,161 Square Yards
- 3) DeKalb County 1826 Barber Green Rd, DeKalb, IL 60115
  - a. Nathan Schwartz 815-756-9513
  - b. Reclamite 06/05/2017 266,208 Square Yards
- 4) McHenry Township 3703 N. Richmond Road, McHenry, IL 60051
  - a. Jim Condon 815-385-3076
  - b. Reclamite 08/26/2016 109,000 Square Yards
- 5) Village of Villa Park 20 South Ardmore Avenue, Villa Park, IL 60181
  - a. Rich Salerno 630-834-8505
  - b. Reclamite 10/01/2015 60,221 Square Yards

Signed: 

Printed Name and Title: Marc Tailon, Member

Date: March 30, 2020



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 30, 2020

RE: Reclamite Pavement Rejuvenator (Letting April 3, 2020 at 3PM)

STATEMENT OF EXPERIENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

WADE SPARKS –6 years of experience in the application of CRF & Reclamite using a distributor truck. Over 6 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

Wade Sparks, Project Supervisor

Cell (630) 200-6463

Mike Sumrall, Operations Manager

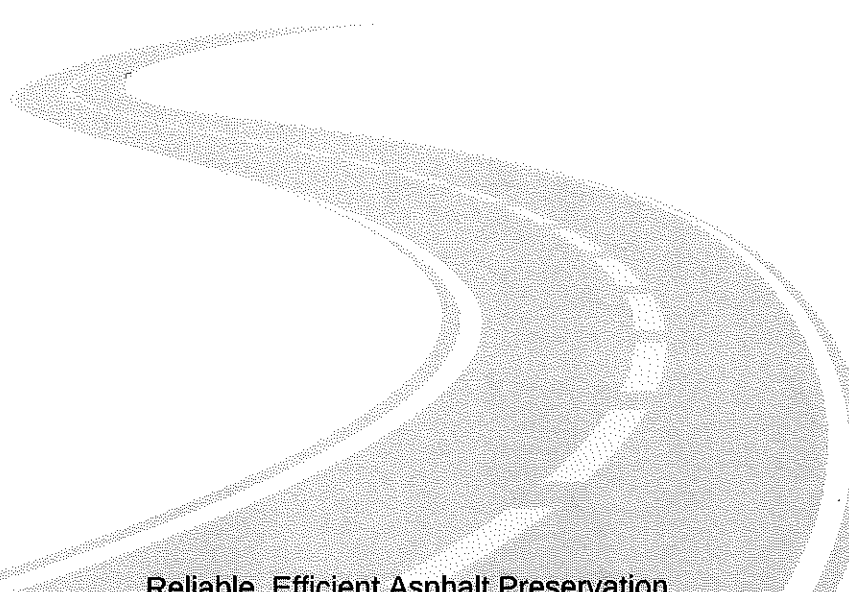
Cell (630) 465-4142

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

March 30, 2020

RE: Reclamite Pavement Rejuvenator (Letting April 3, 2020 at 3PM)

STATEMENT OF EXPERIENCE: JOB SUPERVISOR & DISTRIBUTOR DRIVER

JOHN HOLLERAN – I have over 25 years' experience in the application of CRF & Reclamite using a distributor truck. I also have over 18 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

John Holleran, Project Supervisor

Cell (630) 853-0832

Mike Sumrall, Operations Manager

Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618) 254-3855

Marc Taillon, Vice President

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