

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE
2017 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL**

CONTRACTOR'S PROPOSAL

Full Name of Contractor: Corrective Asphalt Materials, LLC ("Contractor")

Principal Office Address: P.O. Box 87129, South Roxana, IL 62087

Local Office Address: 43W630 Wheeler Road, Sugar Grove, IL 60554

Contact Person: Mark Homco

Email: homco@cammidwest.com Telephone: 630-465-4142

To: City of McHenry, Public Works Department ("Soliciting Agency/Owner")
1415 Industrial Drive
McHenry, IL 60050
Attention: Troy Strange, Project Engineer

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents.

Contractor acknowledges and agrees that all terms capitalized in this Proposal shall have the meaning given to them in the documents included in the Contract Package.

I. Work Proposal

- A. Contract and Work. If this Proposal is accepted, Contractor proposes, and agrees, that Contractor will contract with Owner, in the form of the Contract included in the Contract Package: (1) to provide, perform and complete at the site or sites described in the Contract Package ("Work Site") and in the manner described and specified in the Contract Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in the Special Provisions; (2) to procure and furnish all permits, licenses

and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Provisions to the Contract included in the Contract Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Contract Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

- B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The Contractor shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.
- C. Manner and Time of Performance. If this Proposal is accepted, Contractor proposes, and agrees, that Contractor will perform the Work in the manner and time prescribed in the Contract Package and according to the requirements of Owner pursuant thereto.
- D. General. If this Contractor's Proposal is accepted, Contractor proposes, and agrees, that Contractor will do all other things required of Contractor, as the case may be, by the Contract Package.

2. **Contract Price Proposal**

If this Contractor's Proposal is accepted, Contractor will, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Contractor understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE
2017 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL**

SCHEDULE OF PRICES

Company Name: Corrective Asphalt Materials, LLC

Address: P.O. Box 87129, 300 Daniel Boone Trl, South Roxana, IL 62087

Contact Person: Mark Homco

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		
1 (Year 1)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	323,650	\$ 0.79	\$255,683.50
2 (Year 2)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	323,650	\$ 0.82	\$265,393.00
3 (Year 3)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	323,650	\$ 0.84	\$271,866.00

Individual quantities for each agency in the joint contract proposal are included in the special provisions at the end of this contract document.

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are estimates only, the Municipalities reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Contractor deems appropriate with respect to such risks and changes in the Work that the Contractor, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. The Contractor, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.
7. Prices for optional renewal years shall be included on the Schedule of Prices form in the proposal document as item numbers 2 and 3.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Contractor Proposes and agrees, that, unless otherwise authorized by the individual Municipality, the Contractor shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided

Contractor shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date").

If this Contract/Proposal is accepted, Contractor proposes, and agrees, that the Contractor shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in the Contract Package.

4. **Firm Proposal**

All prices and other terms stated in this Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which the Contractor's Proposal is submitted or such extended acceptance date for Contractor's Proposals as may be established by the Owner or Contractor's written request.

5. **Contractor Representations**

- A. **No Collusion.** Contractor warrants and represents that the only persons, firms, or corporations interested in this Proposal as principals are those named in Contractor's Sworn Acknowledgment attached hereto and that this Proposal is made without collusion with any other person, firm or corporation.
- B. **Not Barred.** Contractor warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.
- C. **Qualified.** Contractor warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.
- D. **Owner's Reliance.** Contractor acknowledges that Owner is relying on all warranties, representations and statements made by Contractor in this Proposal.

6. **Surety and Insurance**

Contractor herewith tenders surety and insurance commitment letters.

7. **Owner's Remedies**

Contractor acknowledges and agrees that should Contractor fail to timely submit all additional information that is requested of it; or should Contractor, if Owner awards Contractor the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Contractor, if Owner awards Contractor the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, the Owner shall have the right to cancel

the award of the contract. The Contractor shall not be entitled to any damages, costs, or anticipated profits associated with the cancelling of the contract.

8. **Owner's Rights**

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

9. **Contractor's Obligations**

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

DATED this 22nd day of March, 2017.

Attest/Witness:

Corrective Asphalt Materials, LLC

Contractor

By: 

By: 

Title: Accounting Adm

Title: Vice President-P

CONTRACTOR'S SWORN ACKNOWLEDGEMENT

_____ Marc Taillon _____ (“Deponent”), being first duly sworn on oath, deposes and states that the undersigned Contractor is organized as indicated below and that all statements herein made are made on behalf of such Contractor in support of its Proposal for the above Contract and that Deponent is authorized to make them.

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

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

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

The officers of the corporation are as follows:

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

2. **Partnership**

ACKNOWLEDGEMENT

Contractor is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of 1/1/2014, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Corrective Asphalt Materials, LLC.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<u>Anthony J. Witte</u>	<u>916 Gastorf Place, Florissant, MO 63031</u>
<u>Anthony J. Witte, Jr.</u>	<u>453 Flowering Magnolia, O'Fallon, MO 63366</u>
<u>Marc Taillon</u>	<u>1220 Madison Avenue, Edwardsville, IL 62025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

3. **Individual**

Contractor is an individual, whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

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

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

NAME (and ENTITY TYPE) ADDRESS

_____ () _____

_____ () _____

_____ () _____

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

ACKNOWLEDGEMENT

DATED this 22nd day of March, 2017.

Attest/Witness: Corrective Asphalt Materials, LLC
Contractor

By: [Signature] By: [Signature]

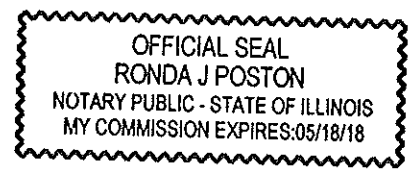
Title: Accounting Admin Title: Vice President-P

Subscribed and Sworn to My Commission Expires: May 18, 2018

Anthony J. Witte, Jr before me this 22nd day of March, 2017.

[Signature]
Notary Public
Ronda J. Poston

[SEAL]



SEE GENERAL INSTRUCTIONS, SECTION 6,
FOR SIGNATURE REQUIREMENTS