

DISTRICTS ALL

**VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda  
Bids and Proposals**

TO: President and Village Board of Trustees  
FROM: David A. Hulseberg, AICP, ICMA-CM, Village Manager *DAH*  
DATE: June 10, 2008 (COW) (B of T) Date: June 19, 2008  
TITLE: Waiver of Bid: FY 2009 Preservative Surface Treatment Program  
Project Number M-09-04

SUBMITTED BY: David A. Dramol, P.E., Village Engineer *DAE*

**RESULTS:**

Date Proposals Were Issued 6/6/2008  
Total Number of Proposals Received 1  
Total Number of Proposer Meeting Specifications 1  
Bid Security Required Yes  
Performance Bond Required Yes  
Were Any Bids Withdrawn Yes  
Explanation: No  
Waiver of Bids Requested? Yes  
If yes, explain: See Attached Memo No  
Award Recommended to Lowest Responsible Bidder? Yes  
If no, explain: No

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$69,881.00/\$70,000.00  
Amount of Award \$70,000.00

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously? Yes  
If yes, was quality of work acceptable? Yes  
Was item bid in accordance with Public Act 85-1295? Yes  
Waiver of bids - Public Act 85-1295 does not apply? Yes

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date 6/12/08  
Finance Director XX *David A. Hulseberg*  
Village Manager XX *David A. Dramol* Date 6/13/08

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



### Interoffice Memo



**To:** David A. Hulseberg, AICP, ICMA-CM, Village Manager  
**Through:** Dave Gorman P.E., Acting Director of Public Works *DWG*  
 David A. Dratno, P.E., Village Engineer *DAE*  
**From:** June 10, 2008  
**Date:** June 10, 2008  
**Subject:** FY 2009 Preservative Surface Treatment Program M-09-04

The Preservative Treatment Program is a designed to extend the life of asphalt pavements. The PW Engineering Division researches the market on available products and contractors at the end of each winter. This program involves specialty products and a limited number of contractors.

For the Preservative Surface Treatment Program, only two products meet the surface treatment criteria. One product is not distributed in Illinois. The other product, Reclamite, has only one supplier/applicator (CAM, LLC of South Roxana, IL) in the metropolitan Chicago area. Because of the successful performance of the contractor in past years and the special nature of the work, the PW Engineering Division requested a proposal from CAM, LLC for the FY 2009 Preservative Surface Treatment Program.

The Preservative Surface Treatment Program is programmed in the FY2009 CIP. The budgeted amount for this program is \$70,000.00.

An evaluation of the proposal is summarized below:

CAM, LLC	
Preservative Surface Treatment	\$0.47/ sq yd
Preservative Screening	\$31.00 per ton
Traffic Control	\$34.00 per station
Total Proposal Price	\$69,613.00

The contract documents identify that the awarded contract will be based on the Village's budget of \$70,000.00. Work will be performed on a work order basis. Payments to the Contractor will be based on the actual work performed at the awarded contract unit prices. The Engineering Division recommends awarding this contract to CAM LLC, in line with the FY2009 budget for the amount of \$70,000.00.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on June 19<sup>th</sup>, 2008. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.



R E S O L U T I O N  
R \_\_\_\_\_  
09

A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and CAM, LLC, regarding the FY 2009 Preservative Surface Treatment Program M-09-04 project as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 19<sup>th</sup> day of June, 2008.

\_\_\_\_\_ Ayes;

\_\_\_\_\_ Nays;

\_\_\_\_\_ Absent;

Approved this 19<sup>th</sup> day of June, 2008.

\_\_\_\_\_  
William J. Mueller  
Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

APPROVAL AS TO FORM:

\_\_\_\_\_  
Thomas P. Bayer  
Village Attorney



**VILLAGE OF LOMBARD**

**CONTRACT**

**CONTRACT DOCUMENT NUMBER M-09-04**

This agreement is made this the 19th day of June, 2008, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and (CAM, LLC) hereinafter referred to as the "Contractor" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

The proposed work is the application of a preservative rejuvenating agent on approximately 134,000 square yards of asphalt pavement at various locations throughout the Village of Lombard. The purpose of the application is to provide an environment seal on the surface asphalt course and to provide improved durability, thus longer service life.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:

a. Contract Document Number M-09-04 for the FY 2009 Preservative Surface Treatment program, consisting of the following:

i) Cover Sheet

ii) Terms, Conditions & Instructions

iii) Plans and Specifications

b. The Contractor's Bid Proposal Dated: June 10<sup>th</sup>, 2008

c. Required Performance and Payment Bonds and Certificate(s) of Insurance

d. Executed Proposer's Certification Form.

2. The Village agrees to pay, and the Contractor agrees to accept as full payment as shown on the Contractor's Proposal attached hereto as Exhibit "A" and made a part hereof.

3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 45 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.

4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
5. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

CAM, LLC  
Print Company Name

Individual or Partnership \_\_\_\_\_  
Corporation \_\_\_\_\_  
Accepted this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

By \_\_\_\_\_  
Position/Title \_\_\_\_\_  
By \_\_\_\_\_  
Position/Title \_\_\_\_\_

THE VILLAGE OF LOMBARD, ILLINOIS  
Accepted this the 19<sup>th</sup> day of June, 2008.

Attest:  
\_\_\_\_\_  
Brigitte O'Brien, Village Clerk  
\_\_\_\_\_  
William J. Mueller, Village President



**VILLAGE OF LOMBARD**

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Illinois as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of Seventy-Thousand and 00/100 dollars (\$70,000.00) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS THE SAID**

Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated June 19<sup>th</sup>, 2008, for the construction of the work designated:

**FY 2009 PRESERVATIVE SURFACE TREATMENT**

in Lombard, Illinois which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance

with the terms of said contract and shall pay all sums of money due or to become due for any labor,

materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work

and shall commence and complete the work within the time prescribed in said contract, and shall pay and

discharge all damages, direct and indirect, that may be suffered or sustained on account of such work

during the time of the performance thereof and until the said work shall have been accepted, and shall

hold the Village of Lombard and its officers, agents and employees, harmless on account of any such

damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and

requirements of said contract, then upon the final payment by the Village to said Principal under said

contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first

page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and

maintenance work in accordance with the terms of said contract for said one (1) year period after final

payment and shall pay all sums of money due or to become due for any labor, materials, apparatus,

fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance

work and shall commence and complete the guaranty and maintenance work within the time prescribed in

said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or

sustained on account of such guaranty and maintenance work during the time of the performance thereof

and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of

Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in

all respects fully and faithfully comply with all the provisions, conditions, and requirements of said

contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this the  
19th day of June, 2008.

VILLAGE OF LOMBARD

BY:

Village President

ATTEST:

Village Clerk

PRINCIPAL:

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2008.

BY:

ATTEST:

SURETY:

BY:

(Title)

BY:

Attorney in Fact

BY:

(SEAL)

**VILLAGE OF LOMBARD**

**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

The FY 2009 Preservative Surface Treatment program to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that \_\_\_\_\_ (Name of employee/driver or "all employee drivers") is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public