

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: William T. Lichter - Village Manager  
DATE: May 9, 2006  
AGENDA DATE: May 18, 2006  
TITLE: Bid Waiver For: FY 2007 Dust Control  
Project Number M-07-01

SUBMITTED BY: David A. Dramol, P.E. - Village Engineer *DAD/ea*

RESULTS:

Date Proposals were issued 5/2/06  
Total Number of Proposals Received 1  
Total Number of Proposals Meeting Specifications 1  
Bid Security Required Yes  
Performance Bond Required Yes  
Were Any Proposals Withdrawn Yes  
Explanation:  
Waiver of Bids Requested? Yes  
If yes, explain: See Memo  
Award Recommended to Lowest Responsible Bidder? Yes  
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$35,000.00 / \$35,000.00  
Amount of Award: \$35,000.00  
Account Number: 7110.809425  
Finance Project Number: 5511

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously X Yes      No  
If yes, was quality of work acceptable X Yes      No  
Was item bid in accordance with Public Act 85-1295? X Yes      No  
Waiver of bids: Public Act 85-1295 does not apply X Yes      No

REVIEW (as needed):

Village Attorney XX       
Finance Director XX       
Village Manager XX       
Date 5/10/06  
Date 5/10/06  
Date 5/10/06

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.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on May 18, 2006. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

The unit prices quote of \$1750.00 per load and \$875 per half load are an increase of \$50 per load and \$25 per half load over the current contract (less than a 3% increase). Cam, LLC has provided superior service to the Village on this contract for the past 6 years.

The contract documents identify that the awarded contract will be based on the Village's budget of \$35,000. 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 FY2007 budget for the amount of \$35,000.00.

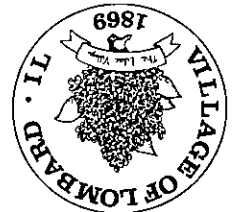
CAM, LLC	
Load	3000 gal.
Rate of Application	0.5 gal/yd <sup>2</sup>
Coverage Area	6000 yd <sup>2</sup>
Price / Load	\$1,750.00
Price / (1/2) Load	\$875.00
Price / Square Yard	\$0.29/yd <sup>2</sup>

An evaluation of the proposal is summarized below:

Due to the specialty nature of the work, for the FY 2007 season, proposals were requested from 2 companies for this project. 1 proposal was received and opened at 11:00 a.m. on May 9, 2006.

As a cost saving measure for the Village, over the past few years PW Engineering has combined dust control for all C.I.P. projects into a single contract, as opposed to having it provided in each individual project. This has allowed the Village to respond to and address specific project needs as well as overall dust control requirements in an efficient and cost-effective manner.

**Inter-Office Memo**



*[Handwritten signature]*

**To:** William T. Lichter, Village Manager  
**Through:** Wes Anderson, Director of Public Works  
**From:** David A. Dramol, P.E., Village Engineer  
**Date:** May 9, 2006  
**Subject:** FY 2007 Dust Control

Project Number: M-07-01

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER M-07-01

This agreement is made this 18th day of May, 2006, 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 application of Coherex Dust Control on an as needed basis.

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-07-01 for the FY 2007 Dust Control project, consisting of the following:

i) Request for Proposal

ii) Terms, Conditions and Instructions

b. The Contractor's Proposal Dated: May 9, 2006

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

d. Executed Bidder'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 365 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 18th day of May, 2006.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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

THE VILLAGE OF LOMBARD, ILLINOIS  
Accepted this the 18th day of May, 2006.

Attest:  
William J. Mueller, Village President  
Bridgitte O'Brien, Village Clerk

**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 Thirty Five Thousand Dollars (\$35,000.00) 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 May 18, 2006, for the construction of the work designated:

FY 2007 Dust Control

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  
18th day of May, 2006.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_\_ day of \_\_\_\_\_, 2006.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Village President

ATTEST:

ATTEST:

Village Clerk

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 2007 Dust Control project 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 \_\_\_\_\_, 2006.

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