

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: Scott R. Niehaus, Village Manager

DATE: April 6, 2015 (B of T) Date: April 16, 2015

TITLE: Waiver of bids: FY 2015 Preservative Surface Treatment Program

SUBMITTED BY: David P. Gorman, P.E., Assistant Public Works Director *DG*

RESULTS:

Date Proposals Were Issued 2/25/2015

Total Number of Proposals Received 1

Total Number of Proposer Meeting Specifications 1

Bid Security Required	<u> </u> Yes	<u> </u> X	<u> </u> No
Performance Bond Required	<u> </u> Yes	<u> </u> X	<u> </u> No
Were Any Bids Withdrawn	<u> </u> Yes	<u> </u> X	<u> </u> No

Explanation:

Waiver of Bids Requested?	<u> </u> X Yes	<u> </u> No
---------------------------	-------------------------	----------------------

If yes, explain: See Attached Memo

Award Recommended to Lowest Responsible Bidder?	<u> </u> X Yes	<u> </u> No
---	-------------------------	----------------------

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$68,600.00/\$70,000.00

Amount of Award \$71,350.00

BACKGROUND/RECOMMENDATION:

Public Works Engineering recommends a bid waiver for the FY2015 Preservative Surface Treatment Program due to the specialty nature of the work, lack of acceptable equivalents and successful performance of CAM in past years.

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

REVIEW (as needed):

Village Attorney XX	<u> </u>	Date <u> </u>
Finance Director XX	<u> </u>	Date <u> </u>
Village Manager XX	<u> </u>	Date <u> </u>

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: Scott R. Niehaus, Village Manager
Through: Carl S. Goldsmith., Director of Public Works *g*
From: David P. Gorman, P.E., Assistant Public Works Director *DPG*
Date: April 6, 2015
Subject: FY 2015 Preservative Surface Treatment Program

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

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 2015 Preservative Surface Treatment Program.

The Preservative Surface Treatment Program is programmed in the FY2015 CIP. The budgeted amount for this program is \$70,000.00.

An evaluation of the proposal is summarized below:

				CAM, LLC	
				FY2015	
NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL
1	PRESERVATIVE SURFACE TREATMENT	90000	SY	\$0.725	\$65,250.00
2	PRESERVATIVE SCREENING	50	TN	\$33.00	\$1,600.00
3	TRAFFIC CONTROL FOR SURFACE TREATMENT	1	L SUM	\$4,500.00	\$4,500.00
					\$71,350.00

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 for the amount of \$71,350.00.

Please present this item to the President and Board of Trustees for review and approval at the next regularly scheduled meeting. If approved, please return two (2) executed copies of the Contract to PW Engineering for further processing.

03-30-15A09:35 RCVD

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 18

This agreement is made this 17th day of March, 2015, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Corrective Asphalt Materials LLC (CAM) (hereinafter referred to as the "Contractor") and their respective 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 officially known as "FY 2015 PRESERVATIVE SURFACE TREATMENT PROGRAM" and further described as the application of a preservative rejuvenating agent on approximately 90,000 SQ YD 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. The function of the application is to replace the volatile components of the asphalt cement that are lost during the manufacture of the aggregate asphalt mixture and through the normal aging and/or oxidation process. The results of this application will be elevated asphalt penetration values for the upper 12.5 mm (0.50 inch) of the surface asphalt course and a greater resistance to further oxidation and water intrusion. All of the above as well as other project details are further described in the contract documents for the said work prepared by the Village of Lombard.

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 RM PROG 18 for FY 2015 PRESERVATIVE SURFACE TREATMENT PROGRAM, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM PROG 18 - Legal Notice
 - iv) General Provisions

- v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: February 25, 2015
 - 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 the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
 3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract within 40 calendar days from the date of the Notice to Proceed. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted 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 to the Contractor under 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 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, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 17th day of March 2015.



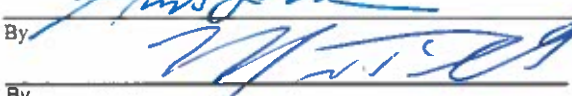
If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Corrective Asphalt Materials, LLC

Print Company Name

Individual or Partnership Corporation

Accepted this 17th day of March, 2015.

By 
 By 
 By 

CEO
 Position/Title
President
 Position/Title
Vice President of Operations

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ____ day of _____, 2015.

Keith Giagnorio
Village President

Attest:

Sharon Kuderna, Village Clerk


VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

Anthony J. Witte, P.E., having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

Corrective Asphalt Materials, LLC, having submitted a proposal for:
(Name of Company)

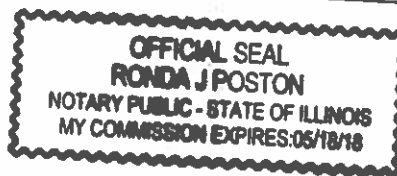
FY 2015 PRESERVATIVE SURFACE TREATMENT PROGRAM to the Village of Lombard, hereby certifies that said Contractor:

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 all employee drivers
(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
Anthony J. Witte, CEO

Subscribed and sworn to
before me this 17th
day of March, 2015.


Notary Public
Ronda J. Poston



VILLAGE OF LOMBARD

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Corrective Asphalt Materials, LLC, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Merchants Bonding Company, a corporation organized and existing under the laws of the State of Iowa, 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 One Thousand Three Hundred Fifty and 00/100 dollars (\$ 71,350.00) 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 March 19, 2015 for the construction of the work designated:

FY 2015 PRESERVATIVE SURFACE TREATMENT PROGRAM

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 ____ day of _____, 2015.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 19th day of March, 2015.

VILLAGE OF LOMBARD

PRINCIPAL:

Corrective Asphalt Materials, LLC

BY: _____
Keith Giagnorio
Village President

BY:  _____

ATTEST:

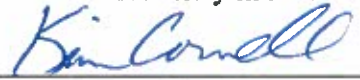
Sharon Kuderna, Village Clerk

ATTEST:
 _____

SURETY: Merchants Bonding Company

BY: Brandi Bullock, Attorney-In-Fact
(Title)

BY:  _____
Attorney in Fact

BY:  _____
Kim Connell, Witness

(SEAL)



COMPANY, INC.
ATTORNEY
ANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC. of Iowa (herein collectively called the "Companies"),
ally,
Don K Ardolino; Kim Connell

, 2015 , before me personally appeared
to me known to be an Attorney-in-Fact of
the corporation described in the
e executed the within instrument as the act of the said
ferred upon him by said Company.

Judith A. Mitchell
Notary Public

their true and lawful Attorney-in-Fact, with full power
execute, acknowledge and deliver in their behalf as surety
ins in the nature thereof, subject to the limitation that any

0.00) DOLLARS
as if such bond or undertaking was signed by the duly
ey-in-Fact, pursuant to the authority herein given, are

hority of the following By-Laws adopted by the Board of
and adopted by the Board of Directors of Merchants National

or any Assistant Secretary or any Vice President shall have
them to execute on behalf of the Company, and attach the
nces, contracts of indemnity and other writings obligatory in

power...
seal of the Company thereto, bonus and...
the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to
any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance,
or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and
effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of October, 2014.



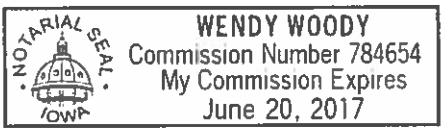
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 6th day of October, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did
say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and
that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and
sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year
first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.,
do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies,
which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on
this 19th day of March, 2015



William Warner Jr.
Secretary