

**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

DATE: May 24, 2013 (COW) (B of T) Date: June 6, 2013

TITLE: Waiver of bids: FY 2013 Preservative Surface Treatment Program

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DAD*

**RESULTS:**

Date Proposals Were Issued 5/2/2013

Total Number of Proposals Received 1

Total Number of Proposer Meeting Specifications 1

Bid Security Required \_\_\_\_\_ Yes X No

Performance Bond Required \_\_\_\_\_ Yes X No

Were Any Bids Withdrawn \_\_\_\_\_ Yes X No

Explanation:

Waiver of Bids Requested? X Yes \_\_\_\_\_ No

If yes, explain: See Attached Memo

Award Recommended to Lowest Responsible Bidder? X Yes \_\_\_\_\_ No

If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$72,440.00/\$70,000.00

Amount of Award \$70,975.70

**BACKGROUND/RECOMMENDATION:**

Public Works Engineering recommends a bid waiver for the FY2013 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 X Yes \_\_\_\_\_ No

If yes, was quality of work acceptable X Yes \_\_\_\_\_ No

Was item bid in accordance with Public Act 85-1295? \_\_\_\_\_ Yes X No

Waiver of bids - Public Act 85-1295 does not apply X Yes

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_

Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_

Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**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:** Carl S. Goldsmith., Director of Public Works *Cy*  
**From:** David A. Dratnol, P.E., Village Engineer *DD*  
**Date:** May 24, 2013  
**Subject:** FY 2013 Preservative Surface Treatment Program

---

The Preservative Treatment Program is a 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 2013 Preservative Surface Treatment Program.

The Preservative Surface Treatment Program is programmed in the FY2013 CIP. The budgeted amount for this program is \$70,000.00.

An evaluation of the proposal is summarized below:

NO	ITEM	QUAN	UNIT	CAM, LLC	
				FY2013	
				UNIT PRICE	TOTAL
1	PRESERVATIVE SURFACE TREATMENT	92650	SY	\$0.70	\$64,855.00
2	PRESERVATIVE SCREENING	55	TN	\$31.74	\$1,745.70
3	TRAFFIC CONTROL FOR SURFACE TREATMENT	93	STATION	\$4,375.00	\$4,375.00
					\$70,975.70

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 \$70,975.70.

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.

**PROJECT FILE NAME: FY 2013 Preservative Surface Treatment**  
**PROJECT NO.:**

**DATE: May 22nd, 2013**  
**TIME: 11:00 am**

				Engineer's Estimate		CAM, LLC	
				FY 2013		FY 2013	
NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	PRESERVATIVE SURFACE TREATMENT	92650	SY	\$0.70	\$64,855.00	\$0.70	\$64,855.00
2	PRESERVATIVE SCREENING	55	TN	\$47.00	\$2,585.00	\$31.74	\$1,745.70
3	TRAFFIC CONTROL FOR SURFACE TREATMENT	93	STATION	\$5,000.00	\$5,000.00		\$4,375.00
AS CORRECTED:					\$72,440.00		\$70,975.70

## VILLAGE OF LOMBARD

### CONTRACT

#### CONTRACT DOCUMENT NUMBER RM PROG 18 FY 13

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and \_\_\_\_\_ (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 2013 PRESERVATIVE SURFACE TREATMENT" and further described as the application of a preservative rejuvenating agent on approximately 93,000 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 FY 13 for FY 2013 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 FY 13 - Legal Notice
    - iv) General Provisions

- v) Special Provisions
- vi) Plans and Specifications

- b. The Contractor's Bid Proposal Dated: \_\_\_\_\_
  - 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 \_\_\_\_ day of \_\_\_\_\_ 2013.

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

---

Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Keith Giagnorio  
Village President

Attest: \_\_\_\_\_  
Sharon Kuderna, 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 \_\_\_\_\_ dollars (\$ \_\_\_\_\_) 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 6th, 2013 for the construction of the work designated:

### FY 2013 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  
duly \_\_\_\_\_, 2013.  
this  
2013.

VILLAGE OF LOMBARD

BY: \_\_\_\_\_  
Keith Giagnorio  
Village President

ATTEST:  
\_\_\_\_\_  
Sharon Kuderna, Village Clerk

IN WITNESS WHEREOF, We have  
executed the foregoing Obligation  
\_\_\_\_ day of \_\_\_\_\_,

PRINCIPAL:  
\_\_\_\_\_

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

ATTEST:  
\_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

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

(SEAL)