

**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: August 28, 2018 (B of T) Date: September 6, 2018

TITLE: FY 2018 Surface Treatment Program

SUBMITTED BY: Sean Kelly, P.E., Village Engineer *SK*

RESULTS:

Date Proposals Were Issued 8/14/2018

Total Number of Proposals Received 1

Total Number of Proposals Meeting Specifications 1

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Were Any Bids Withdrawn	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

Explanation:

Waiver of Bids Requested?	<u> X </u> Yes	<u> </u> No
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If yes, explain: See Attached Memo

Award Recommended to Lowest Responsible Bidder?	<u> X </u> Yes	<u> </u> No
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If no, explain:

FISCAL IMPACT:

Engineer's estimate/ Budget \$70,000.00 / \$76,000.00

Amount of Award \$61,600.00

Account: 410.710.725.75420
RM PROG 18 Surface Treatment

BACKGROUND/RECOMMENDATION:

The Department of Public Works recommends a bid waiver for the FY2018 Surface Treatment Program based on only one supplier in the region, and past good performance.

Has Recommended Bidder Worked for Village Previously	<u> X </u> Yes	<u> </u> No
If yes, was quality of work acceptable	<u> X </u> Yes	<u> </u> No
Was item bid in accordance with Public Act 85-1295?	<u> </u> Yes	<u> X </u> No
Waiver of bids - Public Act 85-1295 does not apply	<u> X </u> 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: Scott Niehaus, Village Manager
 Through: Carl S. Goldsmith, Director of Public Works
 From: Sean Kelly, P.E., Village Engineer
 Date: August 28, 2018
 Subject: FY 2018 Surface Treatment Program

The Surface Treatment Program is designed to extend the life of asphalt pavements. This program involves a specialty product called Reclamite.

For the Surface Treatment Program, only two products meet surface treatment specifications. One product is not distributed in Illinois. The other product, Reclamite, has only one applicator/contractor (CAM, LLC of South Roxana, IL) in the metropolitan Chicago area. Because of the successful performance of the CAM, LLC in past years and the special nature of the work, PW Engineering Division requested a proposal for the FY 2018 Surface Treatment Program.

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.

Budget:

<i>Capital Project Fund</i>	<i>Budget</i>
RM PROG 18 – Surface Treatment	\$ 76,000.00

The proposal is summarized below:

<i>ITEM</i>	<i>QUANTITY</i>	<i>UNIT</i>	CAM, LLC	
			<i>UNIT PRICE</i>	<i>TOTAL</i>
PRESERVATIVE SURFACE TREATMENT	70,000.00	SY	\$0.88	\$61,600.00
				\$61,600.00

Recommendations:

Public Works, Engineering Division recommends awarding this contract to CAM, LLC in the amount of \$61,600.00.

Please present this item to the President and Board of Trustees for review and approval at the regularly scheduled meeting on September 6, 2018. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.



Mailing address:
PO BOX 87129
300 Daniel Boone Trail
South Roxana, IL 62087

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554



August 16, 2018

Tom Dixon
Village of Lombard
Office: (630) 620-5740
Email: dixon@villageoflombard.com

Dear Tom Dixon,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to assist The Village of Lombard's road maintenance program. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement.

- **Apply Reclamite to approximately 70,000 SY of selected asphalt pavement**
- **CAM's responsibilities:**
 - **Furnish and apply Reclamite**
 - **Resident Notification**
 - **Furnish and apply all lime screenings**
 - **All traffic control and signs related to project**
 - **Post Street sweeping**
 - **Handle any complaints or issues that may arise from application**
- **Unit Price: \$.88 SY**
- **Total Price \$61,600**

Mark Homco, Project Coordinator will be contacting you to schedule the project.
Info: homco@cammidwest.com, Cell: 630-465-4142

Billing Information (please fill out upon acceptance)

Name : Village of Lombard Address: 255 E. Wilson Avenue

Phone Number: (630) 620-5740 Lombard, IL 60148

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Rachel Lang
Business Development
Corrective Asphalt Materials, LLC

Mark Homco
Project Coordinator
Corrective Asphalt Materials, LLC

APPROVED BY:

Sign Date

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 18

This agreement is made this 6th day of September, 2018, 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 2018 SURFACE TREATMENT PROGRAM" and further described as the application of a preservative rejuvenating agent on approximately 70,000 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 2018 SURFACE TREATMENT PROGRAM, consisting of the following:
 - b. The Contractor's Proposal Dated: August 16, 2018
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - d. Executed Contractor'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 prior to ***October 12, 2018***. 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 6th day of August 2018.

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 27th day of August, 2018.

By [Signature]

By [Signature]

THE VILLAGE OF LOMBARD, ILLINOIS

Anthony J. Witte, Jr President
Position/Title

Marc Taillon Vice President
Position/Title

Accepted this ____ day of _____, 2018.

Keith Giagnorio
Village President

Attest:

Sharon Kuderna, Village Clerk

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 The Cincinnati Insurance Company, a corporation organized and existing under the laws of the State of Illinois, 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 Sixty One Thousand Six Hundred and 00/100 dollars (\$ 61,600.00) 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 September 6, 2018 for the construction of the work designated:

FY 2018 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.

Village of Lombard
FY 2018 Surface Treatment - RM PROG 18

Legistar # 180377

APPROVED this ____ day of
September 6, 2018.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this

6th day of September, 2018.

VILLAGE OF LOMBARD

PRINCIPAL:

Corrective Asphalt Materials, LLC

BY: _____
Keith Giagnorio
Village President

BY: 
Marc Taillon Vice President

ATTEST:

ATTEST:

Sharon Kuderna, Village Clerk


Kelli Barnes - Witness

SURETY: The Cincinnati Insurance Company

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

BY: 
Attorney in Fact

BY: 
Jessica Dean, Witness

(SEAL)