


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: Scott R. Niehaus, Village Manager
 DATE: May 8, 2019 MEETING DATE: May 16, 2019
 TITLE: FY 2019 Asphalt Paving and Patching Program
 Project Number RM 22, 23, 24, 26
 SUBMITTED BY: Sean P. Kelly, P.E., Village Engineer 

RESULTS:

Date Bids Were Published 4/11/2019 Bidding Closed 4/24/2019
 Total Number of Bids Received 5
 Bid Security Required X Yes No
 Performance Bond Required X Yes No
 Were Any Bids Withdrawn Yes X No

Explanation:

Waiver of Bids Requested? X Yes No
 If yes, explain: Was publicly bid but not through a publication with local circulation.
 Award Recommended to Lowest X Yes No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Engineer's Estimate/Budget Estimate \$1,304,898.20/ \$1,556,000.00
 Amount of Award \$1,415,003.61

Asphalt Utility Patching:	\$127,350.32	Capital Project Fund	RM 22
General Local Street Resurfacing:	\$605,621.54	Motor Fuel Tax Fund	RM 23
Local Street Resurfacing with Village Crews:	\$215,080.55	Capital Project Fund	RM 24
Full-Depth Asphalt Patching:	\$466,951.20	Capital Project Fund	RM 26

BACKGROUND/RECOMMENDATION:


Has Recommended Bidder Worked for Village Previously X Yes No
 If yes, was quality of work acceptable X Yes No

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 P. Kelly, P.E., Village Engineer
Date: May 8, 2019
Subject: FY 2019 Asphalt Paving and Patching Program

The purpose of this work includes asphalt pavement patching and full-depth saw cutting; concrete sidewalk and ADA detectable warning panels at intersections; concrete curb and gutter spot repairs; driveway apron replacements as due to damage from construction (between curb and sidewalk); Hot-Mix Asphalt removal for larger areas; Hot-Mix Asphalt Surface using a paving machine to resurface local roads or for larger patches.

This Contract was bid through a joint purchase process developed by communities in the DuPage region. The process is based off the Municipal Partnering Initiative (MPI) that has been successfully implemented in the northern suburbs. The MPI process has one community serve as the lead agency (Village of Lombard) for the purposes of bidding the contract. The Notice to Bid was published in the *Daily Herald* on April 11, 2019. Each participating community awards a contract based upon their identified quantities. This year's participating agencies included the Villages of Lombard, Woodridge and the Downers Grove Sanitary District.

Budget:

The Village budgeted \$1,556,000.00 for a series of programs incorporated into this Contract. Of this amount, approximately \$225,000 has been obligated to the Division of Streets for street resurfacing with Village crews. The program budgets are summarized below:

<i>Program Name</i>	<i>Budget</i>
General Local Streets Resurfacing Plan	\$606,000.00
Local Street Resurfacing plan with Village Crews	\$351,000.00
Full - Depth Asphalt Patching Program	\$468,000.00
Asphalt Utility Patching	\$131,000.00
Project Totals	\$1,556,000.00

Ten (10) potential bidders purchased plans for the referenced project. Five (5) bids were received and opened at 10:00 A.M. on April 24, 2019. The bid results are summarized on the following page.

Bid Results: (Villages of Lombard, Woodridge and Downers Grove Sanitary District)

<i>Company</i>	<i>Bid</i>
#1 Schroeder Asphalt Services, Inc.	\$ 1,548,432.11
#2 Brothers Asphalt Paving, Inc.	\$ 1,634,426.35
#3 J. A. Johnson Paving Co.	\$ 1,707,700.00
#4 K-Five Construction Corporation	\$ 1,743,498.06
#5 R.W. Dunteman Company	\$ 1,843,584.87
Engineer's Estimate	\$ 1,482,801.95

Based on Village of Lombard quantities and unit prices submitted by Schroeder Asphalt Services, Inc., the contract amount is \$1,415,003.61 for the Village's portion of work of the MPI.

Recommendation:

The Engineering Division recommends awarding this contract to the low bidder, Schroeder Asphalt Services, Inc. in the amount of \$1,415,003.61 for the Village of Lombard's portion.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on May 16, 2019. If approved, please return four (4) executed copies of the contract to PW Engineering for further processing.



PROPOSAL SUBMITTED BY		
Schroeder Asphalt Services, Inc.		
Contractor's Name		
P.O. Box 831		
Street		P.O. Box
Huntley	IL	60142
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY DU PAGE
VILLAGE OF LOMBARD
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE VARIOUS
 SECTION NO. 19-00000-01-GM
 TYPES OF FUNDS MOTOR FUEL TAX and GENERAL

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

May 16, 2019

Department of Transportation
 Concurrence in approval of award

 Regional Engineer

 Date

For County and Road District Projects
 Submitted/Approved

 Highway Commissioner

 Date

Submitted/Approved

 County Engineer/Superintendent of Highways

 Date

County DuPage
Local Public Agency Village of Lombard
Section Number 19-00000-01-GM
Route Various

1. THIS AGREEMENT, made and concluded the 16th day of May 2019,
Month and Year
between the Village of Lombard
acting by and through its President and Board of Trustees known as the party of the first part, and
Schroeder Asphalt Services, Inc. his/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 19-00000-01-GM, in Lombard, Illinois, approved by the Illinois Department of Transportation on April 3, 2019, are essential documents of this
Date
contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: The Village of Lombard
Clerk By _____
Party of the First Part

(Seal)

(If a Corporation)

Corporate Name Schroeder Asphalt Services, Inc.
By Ronald Schroeder /Ronald Schroeder
President Party of the Second Part

(If a Co-Partnership)

Attest: Grace A. Foss /Grace Foss
Secretary



Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



2019-101 Asphalt Paving and Patching

Contract Bond

**Executed in Four Counterparts

Route	<u>Various</u>
County	<u>DuPage</u>
Local Agency	<u>Village of Lombard</u>
Section	<u>19-00000-01-GM</u>

Bond No. HGMW-10-238-1107

We , SCHROEDER ASPHALT SERVICES, INC.
PO Box 831. Huntley, IL 60142

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois
as PRINCIPAL, and Hudson Insurance Company
100 William Street, 5th Floor, New York, NY 10038 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
One Million Four Hundred Fifteen Thousand Three and 61/100-----

 Dollars (\$1,415,003.61), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a
written contract with the LA acting through its awarding authority for the construction of work on the above section, 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 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 to whom
any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or
machinery 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 LA and
its awarding authority 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.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 16th day of May A.D. 2019

PRINCIPAL

Schroeder Asphalt Services, Inc.

(Company Name)

(Company Name)

By: [Signature] President

(Signature & Title)

By: _____

(Signature & Title)

Attest: [Signature] Secy

(Signature & Title)

Attest: _____

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF McHenry

I, Jennifer Graves, a Notary Public in and for said county, do hereby certify that

RONALD SCHROEDER + GRACE FOSS

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of May

My commission expires 4/30/23

[Signature]
Notary Public



SURETY

Hudson Insurance Company

(Name of Surety)

By: [Signature]

(Signature of Attorney-in-Fact)

James I. Moore

(SEAL)

STATE OF ILLINOIS.

COUNTY OF DuPage

I, Graciela Casaus, a Notary Public in and for said county, do hereby certify that

James I. Moore

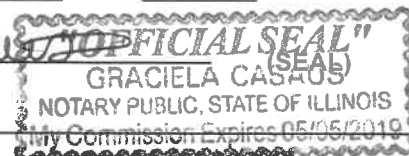
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of May A.D. 2019

My commission expires 05/05/2019

[Signature]
Notary Public



Approved this 16th day of May, A.D. 2019

Attest:

Village of Lombard

(Awarding Authority)

Village of Lombard Clerk

(Chairman/Mayor/President)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 14th day of December, 2017 at New York, New York.



Attest... Dina Daskalakis Corporate Secretary

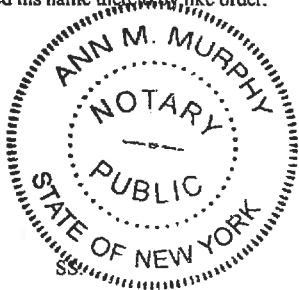
HUDSON INSURANCE COMPANY

By... Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 14th day of December, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto, by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 16th day of May, 2019.

(Corporate seal)



By... Dina Daskalakis, Secretary