

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 *dah*

DATE: September 21, 2012 (COW) (B of T) Date: 10/4/12

TITLE: Waiver of Bid: FY 2012B Preservative Surface Treatment Program
 Project Number M-12B-04

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

RESULTS:

Date Proposals Were Issued 9/17/12

Total Number of Proposals Received 1

Total Number of Proposer Meeting Specifications 1

Bid Security Required	Yes	<u>X</u>	No
Performance Bond Required	Yes	<u>X</u>	No
Were Any Bids Withdrawn	Yes	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 estimate \$69,973.60/\$70,000.00

Amount of Award \$69,999.96

BACKGROUND/RECOMMENDATION:

Public works engineering recommends a bid waiver for the FY2012B 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>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	<u> </u>	No

REVIEW (as needed):

Village Attorney XX	_____	Date _____
Finance Director XX	_____	Date _____
Village Manager XX	<i>David A. Hulseberg</i>	Date <u>9/25/12</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: David A. Hulseberg, AICP, ICMA-CM, Village Manager
Through: Carl S. Goldsmith., Director of Public Works *g*
From: David A. Dratnol, P.E., Village Engineer *ead*
Date: September 21, 2012
Subject: FY 2012B Preservative Surface Treatment Program M-12B-04

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 2012B Preservative Surface Treatment Program.

The Preservative Surface Treatment Program is programmed in the FY2012B CIP. The budgeted amount for this program is \$70,000.00.

An evaluation of the proposal is summarized below:

				CAM, LLC	
				FY2012B	
NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL
1	PRESERVATIVE SURFACE TREATMENT	92647	SY	\$0.68	\$62,999.96
2	PRESERVATIVE SCREENING	50	TN	\$40.00	\$2,000.00
3	TRAFFIC CONTROL FOR SURFACE TREATMENT	1	LS	\$5,000.00	\$5,000.00
					\$69,999.96

The contract documents identify that the awarded contract will be based on the Village's budget of \$70,000.00. 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, in line with the FY2012B budget for the amount of \$69,999.96.

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.

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER M-12B-04

This agreement is made this the ___ day of _____, 2012, 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 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:

FY2012B SURFACE TREATMENT PROGRAM

The proposed work is the application of a preservative rejuvenating agent on approximately 106,000 square yards 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.

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-12B-04 for the FY 2012B Preservative Surface Treatment program, consisting of the following:
 - i) Cover Sheet
 - ii) Terms, Conditions & Instructions
 - iii) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: September 25, 2011
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - d. Executed Proposer'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 and a Work Order from the Village and shall complete work on this project within 30 calendar days from the issuance of a work order. 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 David A. Hulseberg Village Manager (Pursuant to the Authority Granted by the Village Board at the September 6, 2012 Village Board Meeting), and the Contractor have hereunto set their hands this the ____ day of _____ 2012.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

Print Company Name

Individual or Partnership _____ Corporation _____

Accepted this the _ - _ day of _____, 2012.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this the ____ day of _____, 2012.

David A. Hulseberg
Village Manager
(Pursuant to the Authority
Granted by the Village Board at the
September 6, 2012 Village Board Meeting)

Attest:

Brigitte 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 _____ 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 October 4, 2012, for the construction of the work designated:

FY 2012 PRESERVATIVE SURFACE TREATMENT

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
____ day of _____, 2012.

VILLAGE OF LOMBARD

BY: _____
David A. Hulseberg
Village Manager
(Pursuant to the Authority
Granted by the Village Board at the
September 6, 2012 Village Board Meeting)

ATTEST:

Village Clerk

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this the
____ day of _____, 2012.

PRINCIPAL:

BY: _____

ATTEST:

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 2012 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 _____
(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 the _____
day of _____, 2012.

Notary Public