

**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: February 17, 2015 (B of T) Date: March 5, 2015

TITLE: Waiver of bids: FY 2015 Crack Sealing Program

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

**RESULTS:**

Date Proposals Were Issued 3/19/2014

Total Number of Proposals Received 4

Total Number of Proposers Meeting Specifications 3

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Were Any Bids Withdrawn	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

Explanation:

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

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

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$134,016.32/\$142,800.00

Amount of Award \$124,790.00

Crack Sealing: \$124,790.00 Capital Improvement Project Fund RM33

**BACKGROUND/RECOMMENDATION:**

Public Works Engineering recommends a bid waiver for the FY2015 Crack Sealing Program due to the nature of the bid procedure and the successful performance of Denler, Inc. in past years.

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

**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 R. Niehaus, Village Manager  
**Through:** Carl S. Goldsmith., Director of Public Works *CSG*  
**From:** David P. Gorman, P.E., Assistant Director of Public Works *DPG*  
**Date:** February 17, 2015  
**Subject:** FY 2015 Crack Sealing Program

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The Crack Sealing Program is designed to extend the life of asphalt and concrete pavements through application of a sealing agent to cracks and joints in the road.

This contract was competitively bid last year through a joint purchase process developed by communities in the DuPage region. The process is based off of 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 for the purposes of bidding the contract. Each participating community awards a contract based upon their identified quantities.

Under the General Terms and Conditions of the 2014 bid, it was requested of the bidders to submit a fixed price for year two (2015) and year three (2016). Each municipality may exercise the option to extend the contract with the same low bid contractor if they so choose without bidding again.

Based on Village of Lombard quantities and the unit prices submitted by Denler, Inc. for year 2, the contract amount is \$124,790.00. The budgeted amount by the Village for this program is \$142,800.00.

An evaluation of the proposal is summarized below:

				DENLER, INC	
				FY2015	
NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL
1	CRACK SEALING ASPHALT PAVEMENT	92000	LB	\$1.284	\$118,128.00
2	CRACK AND JOINT SEALING PCC PAVEMENT	1900	LB	\$2.980	\$5,662.00
3	TRAFFIC CONTROL FOR CRACK SEALING	1	L SUM	\$1,000.00	\$1,000.00
					\$124,790.00

Staff recommends awarding this contract to Denler, Inc. for the amount of \$124,790.00. 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.

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**

ASA1928-7223

**CONTRACT DOCUMENT NUMBER RM PROG 33 FY 15**

This agreement is made this 11th day of February, 2015, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Denler, Inc. (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:

**FY 2015 CRACK SEALING PROGRAM**

This Project will consist of the sealing of cracks and joints throughout the village.

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 33 for FY 2015 CRACK SEALING PROGRAM, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RM PROG 33 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: April 2, 2014
  - 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 37 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 19<sup>th</sup> day of February, 2015.

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

Denler, Inc.

Print Company Name

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

Accepted this 11th day of February, 2015.

By [Signature]

By

President

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Keith T. Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD****CONTRACT BOND**

ASA1928-7223

KNOW ALL MEN BY THESE PRESENTS, that we Denler, Inc., a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Hudson Insurance Co., a corporation organized and existing under the laws of the State of Delaware, 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 One Hundred Twenty Four Thousand Seven Hundred Ninety dollars (\$ 124,790.00) 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 February 19, 2015, for the construction of the work designated:

**FY 2015 CRACK SEALING 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 \_\_\_\_\_, 2015.  
this

IN WITNESS WHEREOF, We have  
executed the foregoing Obligation

11 day of Feb., 2015.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: \_\_\_\_\_  
Keith T. Giagnorio, Village President

ATTEST:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

DENLER, INC.  
BY: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

SURETY: Hudson Insurance Co.

BY: John-Denis Legend  
(Title) Attorney in Fact

BY: Hyman M. Blaylock  
Attorney in Fact

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

(SEAL)



## 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

**Lewis Mark Spangler, Elizabeth T. Buttle,  
Lynn M. Blaylock and Dawn-Denise Szpisjak**

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.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly executed, on this 27th day of July, 20 12 at New York, New York.



Attest  
**Dina Daskalakis**  
Assistant Corporate Secretary

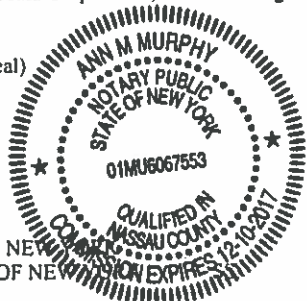
HUDSON INSURANCE COMPANY

By   
**Christopher T. Suarez**  
Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 27th day of July, 20 12 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive 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, 2017

## CERTIFICATION

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 27<sup>th</sup>, 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 10th day of FEBRUARY, 20 15

By   
**Dina Daskalakis**, Assistant Corporate Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cottingham & Butler 1770 Park Street, Suite 210 Naperville IL 60563	<b>CONTACT NAME:</b> L. Mark Spangler		
	<b>PHONE (A/C, No., Ext.):</b> 630.420.3400	<b>FAX (A/C, No.):</b> 630.420.8520	
<b>INSURED</b> Denler & Sons, Inc. Denler, Inc. 19148 S 104th Ave Mokena IL 60448	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Allied Insurance		19097
	<b>INSURER B:</b> Starnet Insurance Company		40045
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER: 864361856

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCV Included <input checked="" type="checkbox"/> Contractual Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ACPGLP6053768	3/17/2014	3/17/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ACPBAPC6053768	3/17/2014	3/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0		ACPCAA6053768	3/17/2014	3/17/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	BNUWC0123384	3/17/2014	3/17/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Inland Marine		ACPCIMP6053768	3/17/2014	3/17/2015	Leased/Rented \$30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RM PROG 33 for 2015 Crack Sealing Program. The Village of Lombard and it's officers, agents and employees are additional insured on a primary and non-contributory basis on the general liability policy subject to the terms and conditions of the endorsement attached to the policy.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Lombard  
255 E. Wilson Ave.  
Lombard IL 60148-3931

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*L. Mark Spangler*

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