

Bids and Proposals

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

If no, explain:

Amount of Award \$161,233.16

Account: 410.710.725.75420

If yes, was quality of work acceptable	<u> X </u> Yes	<u> </u> No
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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: Sean P. Kelly, P.E., Village Engineer *SPK*
Date: June 11, 2020
Subject: FY 2020 Crack Sealing/Pavement Preservation Program

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 on March 21, 2019, 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 2019 bid, it was requested of the bidders to submit a fixed price for Year Two (2020) and Year Three (2021). Each municipality may exercise the option to extend the contract with the same low bid contractor if they so choose without bidding again.

Budget:

<i>Program Name</i>	<i>Budget</i>
RM PROG 47 – Crack Sealing Program	\$162,800.00
<i>Total Funding</i>	\$162,800.00

Bid Participants: Burr Ridge, Darien, Downers Grove, DuPage County, Elmhurst, Lombard, Villa Park, West Chicago, Wheaton and Woodridge

Bid Results: Two (2) bids were received and opened at 10:00 a.m. on March 21, 2019, by the Village of Woodridge. The following table summarizes the bid results. Attached to this memo is the bid tabulation.

<i>Company</i>	<i>Amount</i>
Denler, Inc.	\$831,167.48
SKC Construction, Inc.	\$869,872.50
<i>Village of Lombard Portion of MPI</i>	\$78,218.60

This year, in addition to crack sealing, staff is again testing three additional pavement preservation products supplied by Denler in various locations throughout the Village. Please refer to the 2020 Pavement Preservation Maps provided. These treatments will be monitored and evaluated by staff to determine further use in coming years.

Based on Village of Lombard quantities and the unit prices submitted by Denler, Inc. for Year 2, the contract amount is \$161,233.16. The budgeted amount by the Village for this program is \$162,800.00.

An evaluation of the proposal is summarized below:

NO	ITEM	QUAN	UNIT	DENLER, INC	
				FY2019	
				UNIT PRICE	TOTAL
1	CRACK SEALING ASPHALT PAVEMENT	40,792	LB	\$1.240	\$50,582.08
2	FIBER-CRACK SEALING ASPHALT PAVEMENT	19,616	LB	\$1.220	\$23,931.52
3	CRACK & JOINT SEALING PCC PAVEMENT	1,500	LB	\$2.470	\$3,705.00
4	PAVIX CONCRETE & MASONRY SEALANT	114,894	SF	\$0.520	\$59,744.88
5	HA5 HIGH DENSITY MINERAL BOND	6,372	SF	\$0.940	\$5,989.68
6	TECHCRETE CONCRETE REPAIR	3,000	LB	\$5.760	\$17,280.00
					\$161,233.16

NOTE: Items 1, 2 & 3 are part of the MPI bid. The remaining items are sole-source items supplied by Denler, Inc. Pricing for Items 4 – 6 was obtained with an Agreed Upon Price (AUP) agreement with Denler.

Staff recommends awarding this contract to Denler, Inc. in the amount of \$161,233.16 for FY2020. 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

CONTRACT DOCUMENT NUMBER FY20 RM PROG 47

This agreement is made this 16th day of July, 2020, 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 2020 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. FY 2020 CRACK SEALING PROGRAM incorporates 2019-07 Crack Sealing and Seal Coating Services:
 - i) Cover Sheet
 - ii) Notice to Bidders on Contract Document Number RM PROG 47 - Legal Notice
 - iii) Submission Information, dated March 21, 2019
 - iv) General Terms and Conditions
 - v) Labor Statutes, Records and Rates
 - vi) Technical Terms and Conditions
 - vii) Contractor References
 - viii) Disqualification of Certain Bidders
 - ix) Anti-Collusion Affidavit and Contractor's Certification
 - x) Conflict of Interest
 - xi) Tax Compliance Affidavit
 - xii) Sub-Contractor Information
 - xiii) Participation Affidavit
 - xiv) Appendix A Agreement Acceptance RFB # 2019-07 Crack Sealing Services Acceptance
 - xv) Technical Terms and Conditions (Appendix A)
 - b. The Contractor's Bid Proposal Dated: March 21, 2019
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance.

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 90 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 16th day of July, 2020.

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 ✓

Accepted this 15 day of June, 2020.

By [Signature]

President

Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 16th day of July, 2020.

Keith T. Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

Bond #ASA1986-12628

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 Company 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 Sixty One Thousand Two Hundred Thirty Three and Sixteen Cents dollars (\$161,233.16) 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 July 16 2020, for the construction of the work designated:

FY 2020 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 16th day of
July, 2020.

VILLAGE OF LOMBARD

BY: Keith T. Giagnorio, Village President

ATTEST:

Sharon Kuderna, Village Clerk

IN WITNESS WHEREOF, We have
duly executed the foregoing
obligation this 16th day of
July, 2020.

PRINCIPAL:

Denler, Inc.

BY: Daid J. Denler
Daid J. Denler, President

ATTEST:

SURETY: Hudson Insurance Company
100 William St., NY, NY 10038

BY: Elizabeth Marro
Elizabeth Marro, (Title) Attorney-In-Fact

BY: Christopher L. Spangler
Christopher L. Spangler Attorney in Fact

BY: Dawn-Denise Szpisjak
Dawn-Denise Szpisjak, Attorney -In-Fact

(SEAL)



24614

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, Lynn M. Blaylock, Dawn-Denise Szpisjak,
Christopher L. Spangler and Elizabeth Marro
of the State of Illinois**

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



Attest.....
Dina Daskalakis
Corporate Secretary

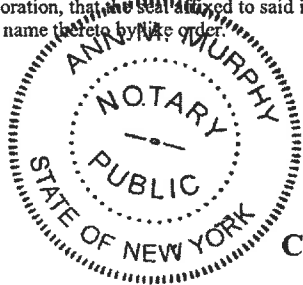
HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 7th day of November, 20 17 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 the 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. SS.

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.

In witness the hand of the undersigned and the seal of said Corporation this 16th day of July, 2020.



By.....
Dina Daskalakis
Corporate Secretary