



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.r

Title:	Recommendation to Award the Bid for Asphalt Materials
Presenter:	AJ Reineking

Meeting: Government Services Committee                      Date: March 27, 2017

Proposed Cost: \$82,038.00                      Budgeted Amount: \$90,000.00                      Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

On February 23, 2017, the Purchasing Division issued the annual Invitation to Bid to provide asphalt material for roadway and parking lot patching and repair programs. The City received three responses to this bid solicitation.

The Public Services Division utilizes asphalt materials for in-house maintenance to patch roadways throughout the year, and to restore roadways after underground infrastructure repairs.

Plote Construction, Inc. of Hoffman Estates, IL submitted the lowest responsive bid. The City has utilized material from Plote in the past and found the material to meet the City's standards.

**Attachments** *(please list):*

\* Bid Tabulation \* Bid Document \* Bid Price Sheets

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to award the bid for the provision of asphalt materials to Plote Construction, Inc. in the submitted bid rate, with an anticipated annual cost of \$82,038.00.

Asphalt Materials Bid Tabulation  
GSC: March 27, 2017

Type of Material	Est. Qty.	Plote Construction Inc. Hoffman Estates, IL		Builders Asphalt Elburn, IL		Superior Asphalt Materials North Aurora, IL	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Surface Mix (ton)	1,000	\$ 51.00	\$ 51,000.00	\$ 56.00	\$ 56,000.00	\$ 58.50	\$ 58,500.00
B.A.M Binder (ton)	500	\$ 50.00	\$ 25,000.00	\$ 54.00	\$ 27,000.00	\$ 54.50	\$ 27,250.00
Cold Mix (per ton)	50	\$ 120.00	\$ 6,000.00	No Bid	No Bid	\$ 110.00	\$ 5,500.00
U.P.M. (per ton)	50	No Bid	No Bid	\$ 125.00	\$ 6,250.00	\$ 129.50	\$ 6,475.00
T.A.C (per 5-gallon bucket)	1	\$ 38.00	\$ 38.00	\$ 60.00	\$ 60.00	\$ 75.00	\$ 75.00
Dumping Fee per Ton - Asphalt		No Charge		\$ 5.00		No Charge	
Dumping Fee per Ton - Concrete		No Charge		No Bid		No Charge	
<b>Total</b>			\$ 82,038.00		\$ 89,310.00		\$ 97,800.00

INVITATION TO BID  
AND  
SPECIFICATIONS  
FOR

**2017/18 Asphalt**

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CITY OF ST. CHARLES  
ILLINOIS  
2017

SPECIFICATION #170224

BID OPENING: February 24, 2017

## CONTENTS

<u>SECTION</u>	<u>TITLE</u>
I.	NOTICE TO BIDDERS
II.	INFORMATION TO BIDDERS
III.	SPECIFICATIONS
IV.	PROPOSAL FORM

SPECIFICATION #170224

BID OPENING : February 24, 2017

SECTION I  
NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois, **no later than 2:00 p.m., Friday, February 24, 2017, for 2017/18 Asphalt Bid.**

Bids will be opened publicly and read aloud in the Council Chambers at 2:00 p.m., Friday, February 24, 2017.

Bids are available via the City Website. Alternatively, specifications and bidder information may be obtained at the Office of the Purchasing & Inventory Control Division Manager, City of St. Charles, 200 Devereaux Way, St. Charles, Illinois.

**All sealed envelopes must be clearly marked for which proposal they pertain to.**

**CITY OF ST. CHARLES**  
Mike Shortall  
Inventory Control & Purchasing Manager

**SECTION II**  
**INFORMATION TO BIDDERS**

1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Bid Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding for sixty (60) calendar days following the date of the bid opening.**
- B. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One bid per bidder is allowed.
- C. The award of bids shall be made, after determination of the successful bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All bids must be quoted on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder. The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning bidder to purchase items for the bid project, tax free. It is the intent that the contractor will include the savings into the bid or quote.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

- H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.
- I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED \_\_\_\_\_ NOT REQUIRED  X  \_\_\_\_\_

- L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED \_\_\_\_\_ NOT REQUIRED  X  \_\_\_\_\_

2. **MATERIALS:**

Only new, unused, first quality material and/or equipment shall be offered by the bidder.

3. **BID RESULTS:**

Bid results will be available on the City's website, [www.stcharlesil.gov](http://www.stcharlesil.gov), once they are tabulated or approved. In the alternative, the bidder may supply a self-addressed, stamped envelope for obtaining bid results. **NO** bid results will be given by telephone.

4. **ADDENDUM**

Any interpretation of the specifications or other changes will be made available on the City's web page under the "Bid & Proposals" page. It is the responsibility of the bidder to check periodically with the web page on updates and addendums.

5. **BID DEPOSIT**

A 10% bid deposit (certified check, cashier's check, or bank draft) or bid bond is required to accompany this bid. Failure to do so will eliminate the bid.

REQUIRED \_\_\_\_\_ NOT REQUIRED  X  \_\_\_\_\_

6. **PERFORMANCE & PAYMENT BONDS**

A performance bond in the amount of 100% of the bid submitted is required within ten (10) calendar days of acceptance of the bidder's proposal by the City.

The performance bond of the successful bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance and payment bonds shall cover payment for all labor and material, and insure completion of the project. The bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance and payment bonds shall be in conformance with the requirements of the Illinois Act in relation to bonds of bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED \_\_\_\_\_ NOT REQUIRED  X  \_\_\_\_\_

7. **GENERAL GUARANTY**

The bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the Purchasing Manager in whole or in part by written or electronic (Email) notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the bidder to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Certificate of Insurance Requirements.

The bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City Finance Department Purchasing Office before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED  X  NOT REQUIRED \_\_\_\_\_

For this **specific** project, the City of St. Charles is requiring a liability umbrella of \$ 5,000,000 (aggregate for this project).

REQUIRED \_\_\_\_\_ NOT REQUIRED  X

11. **CERTIFICATE OF COMPLIANCE**

All bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

14. **EXECUTION OF CONTRACT, INSURANCE, & PERFORMANCE & PAYMENT BONDS**

The successful bidder, within ten (10) business days after acceptance of the bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance and payment bonds when required by the bid documents. In the event that the bidder fails to furnish required documents, insurance, and performance and payment bonds within ten (10) business days after acceptance of the bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**

Within a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie bid arise between local OR non-local bidders.

18. **CERTIFICATE OF NON-DISQUALIFICATION**

All bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**

All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

20. **SURVIVAL**

The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**

All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. **WAIVERS OF MECHANICS LIEN**

A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. The City reserves the right to designate which entries involved in the work must submit waivers.
4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.

A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of values.

REQUIRED \_\_\_\_\_ NOT REQUIRED  X  \_\_\_\_\_

**SECTION IV  
ASPHALT  
PROPOSAL FORM**

**NOTE:** We will evaluate all Proposals, and make every effort to follow the low Proposal, but if a job dictates using a different vendor, we will use an alternative vendor.

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE PER TON</u>
Surface Mix*	1,000 Tons	\$ <u>56.00</u>
B.A.M./Binder	500 Tons	\$ <u>54.00</u>
Cold Mix (Silo-warm all year)	50 Tons	\$ <u>NOT SILO STORED</u>
U.P.M.	50 Tons	\$ <u>125.00</u>
T.A.C.	5 Gal. Pail	\$ <u>60.00</u>
<b>Dumping fee (per ton) for old asphalt brought in for recycling.</b>		\$ <u>5</u>
<b>Dumping fee (per ton) for old concrete brought in for recycling.</b>		\$ <u>NO BID</u>

\* Must meet specifications of "Standard Specifications for Road and Bridge Construction" Department of Transportation of the State of Illinois.

**ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.  
ALL PRICES ARE DELIVERED TO 18 MILE RADIUS.**

Location of Mixing Plant:

I propose to furnish the City of St. Charles bituminous material at above prices (F.O.B. mixing plant) for the 2017/18 Construction Season, and in accordance with conditions outlined in the enclosed documents.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials of supplies.

BUILDERS ASPHALT, LLC  
COMPANY

45W225 Main St.  
ADDRESS

Elburn, IL 60129  
CITY, STATE, ZIP

847-469-9000  
TELEPHONE

  
SIGNATURE OF AUTHORIZED AGENT

services/2007 Asphalt Quote

**SECTION IV  
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Surface Mix*	1,000 Tons	\$ <u>51<sup>00</sup></u>
B.A.M./Binder	500 Tons	\$ <u>50<sup>00</sup></u>
Cold Mix (Silo-warm all year)	50 Tons	\$ <u>120<sup>00</sup></u>
U.P.M.	50 Tons	\$ <u>No BID</u>
T.A.C.	5 Gal. Pail	\$ <u>38<sup>00</sup></u>
<b>Dumping fee (per ton) for old asphalt brought in for recycling.</b>		\$ <u>No CHARGE</u>
<b>Dumping fee (per ton) for old concrete brought in for recycling.</b>		\$ <u>No CHARGE</u>

\* Must meet specifications of "Standard Specifications for Road and Bridge Construction" Department of Transportation of the State of Illinois.

**ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.  
ALL PRICES ARE DELIVERED TO 18 MILE RADIUS.**

Location of Mixing Plant:

I propose to furnish the City of St. Charles bituminous material at above prices (F.O.B. mixing plant) for the 2017/18 Construction Season, and in accordance with conditions outlined in the enclosed documents.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials of supplies.

Plote Construction Inc.

COMPANY

1100 Brandt Drive

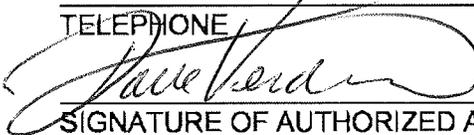
ADDRESS

Hoffman Estates, IL 60192

CITY, STATE, ZIP

847-695-9300

TELEPHONE



SIGNATURE OF AUTHORIZED AGENT

Dave Verdico, Asphalt Mgr.

services/2007 Asphalt Quote

**SECTION IV  
ASPHALT  
PROPOSAL FORM**

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Surface Mix*	1,000 Tons	\$ <u>58.50</u>
B.A.M./Binder	500 Tons	\$ <u>54.50</u>
Cold Mix (Silo-warm all year) (Not Silo Stored)	50 Tons	\$ <u>110.00</u>
U.P.M.	50 Tons	\$ <u>129.50</u>
T.A.C.	5 Gal. Pail	\$ <u>75.00</u>
<b>Dumping fee (per ton) for old asphalt brought in for recycling.</b>		\$ <u>N/C</u>
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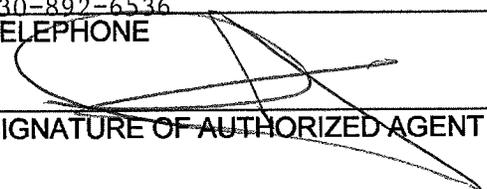
I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials of supplies.

Superior asphalt Materials, LLC  
**COMPANY**

216 E. Butterfield  
**ADDRESS**

N. Aurora, IL 60542  
**CITY, STATE, ZIP**

630-892-6536  
**TELEPHONE**

  
**SIGNATURE OF AUTHORIZED AGENT**

services/2007 Asphalt Quote