

**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 Niehaus, Village Manager  
DATE : February 21, 2017                      Agenda Date:                      March 2, 2017  
TITLE: Public Information Notification Signage  
SUBMITTED BY: Carl Goldsmith, Director of Public Works *CG*

**RESULTS:**  
Date Bids Were Published    1/12/17                      Bidding Closed    2/15/17  
Total Number of Bids Received    4  
Total Number of Bidders Meeting Specifications    3  
Bid Security Required                          X     Yes                               No  
Performance Bond Required                               Yes                          X     No  
Were Any Bids Withdrawn                               Yes                          X     No  
Explanation:  
Waiver of Bids Requested?                               Yes                          X     No  
If yes, explain:  
Award Recommended to Lowest                          X     Yes                               No  
Responsible Bidder?  
If no, explain:

**FISCAL IMPACT:**  
Engineer's estimate/budget estimate \$100,000.00  
Amount of Award \$71,438.00 Hotel Motel Tax Fund (240.270.112.75770)

**BACKGROUND/RECOMMENDATION:**  
Award a contract in the amount of \$71,438 to Parvin-Clauss Sign Company of Carol Stream, IL for the purchase and installation of a Public Information Notification Sign to be located at the southeast corner of Main Street and Wilson Avenue.


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

**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.**



February 21, 2017

TO: Village President and Board of Trustees  
THROUGH: Scott Niehaus, Village Manager  
FROM: Carl S. Goldsmith, Director of Public Works   
SUBJECT: Public Information Notification Signage

**Background**

The Village Board of Trustees included funds in the 2017 Capital Improvements Plan for the purchase and installation of an electronic message board at the southeast corner Main Street and Wilson Avenue. The sign will be installed on property owned and maintained by the Village of Lombard that serves as a detention basin for stormwater. The sign will replace the current system of banners to display community related information, which is an efficient means to notify the public of Village related information. The sign will allow greater dissemination of Village information to the public and can be used to display emergency information as needed, as well as information from approved community and civic groups. A draft policy has been developed for the use and content of the sign. The policy will be presented to the Community Relations Committee at their March 2017 meeting.

The proposed sign is a free standing sign that will contain two automatic changeable copy boards; one facing north and the other facing south. The size of the sign is approximately 8'9" tall by 7'3" wide. Due to the proposed size of the sign and changeable copy sign board, the Village presented the matter to the Plan Commission on February 20, 2017. The Village sought three variances to the Village Code. The variances included the following:

1. A variance from 153.210(E) to allow for an automatic changeable reader board of twenty-four (24) square feet, where sixteen (16) square feet is allowed by code;
2. A variance from 153.219(A) to allow for an institutional sign of forty (40) square feet, where thirty-two (32) square feet is allowed by code; and
3. A variance from 153.219(B) to allow for an institutional sign of ten feet (10') in height, where six feet (6') in height is allowed by code.

The Commissioners voted 4-0 to recommend approval and added one condition: that no additional signs or temporary banners be allowed on the property. This item will be presented to the Village Board of Trustees for consideration under a separate item at the March 2, 2017 meeting.

The bid document contained a based bid for a 16 mm LED screen, as well as two alternates that sought pricing for a higher resolution LED screen (10 mm) and a lower resolution LED screen (25 mm). Bids were due by 2:00 pm on February 15, 2017 at which time the bids were publically opened and recorded. There were seven (7) plan holders and the Village received bids from three (3) vendors. The bids are summarized below:

	Parvin-Clauss Sign Company 165 Tubeway Drive Carol Stream, IL 60188	Omega Sign & Lighting 100 W. Fay Avenue Addison, IL 60101	Michaels Signs (Option A) 3914 S. Memorial Drive Racine, WI 53403	Michaels Signs (Option B) 3914 S. Memorial Drive Racine, WI 53403
Base Bid	\$45,698.00	\$48,950.00	\$49,400.00	\$48,400.00
Alternate #1 (10 mm)	\$71,438.00	\$72,350.00	\$76,000.00	\$75,000.00
Alternate #2 (25 mm)	\$38,776.00	\$45,500.00	\$38,000.00	\$37,000.00

The bid tabulation is attached with the recommendation of awarding a contract to Parvin-Clauss Sign Company of Carol Stream, IL as the lowest qualified bidder for Alternate #1 in an amount of \$71,438.00. The higher resolution sign will allow the Village to display graphics and text that are more easily readable.

The sign will contain decorative bases that have masonry that matches the stone on the Great Western Trail Bridges and other amenities and features located in the downtown area. Attached to this memo is a depiction of the sign, which meets the specifications, included in the Bid Specifications. Staff will work with the vendor on the final design of the Village identification panel located above the LED message center. The Village will be responsible for the provision of the electricity to power the sign. The contractor will perform the installation of the sign and make all electrical connections. Included in the purchase is IP based software that will allow off-site management of the content of the sign. The vendor will provide a cellular connection for a period of 5 years, with the price being included in the bid price. The day-to-day management of the sign content and messaging will be handled by the Village Manager's Office staff.

**Recommendation**

The Public Works Department recommends that the Village Board of Trustees award a contract to Parvin-Clauss Sign Company of Carol Stream, Illinois in an amount not to exceed \$71, 438. Please submit this recommendation to the Board of Trustees for their approval at the March 2, 2017 meeting.

DATE: February 15, 2017		NAME & ADDRESS OF BIDDER		Michael's Signs (OPTION A)		Michael's Signs (OPTION B)	
TIME: 2:00 PM		PUBLIC INFORMATION NOTIFICATION SIGNAGE		None		None	
DOCUMENT # FM 17-05		EXCEPTIONS		Michael's Signs (OPTION A)		Michael's Signs (OPTION B)	
DOCUMENT NAME: Public Information Notification Signage				3914 S. Memorial Drive Racine, WI 53403		3914 S. Memorial Drive Racine, WI 53403	
Parvin Clauss Sign Company		Omega Sign & Lighting Inc.		None		None	
165 Tubeway Drive		100 W. Fay Avenue		UNIT PRICE		UNIT PRICE	
Carol Stream, IL 60188		Addison, IL 60101		QUANTITY		QUANTITY	
				TOTAL		TOTAL	
NO	ITEM	QUANTITY	UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL
1	Fabrication	1	7,993.00	\$7,993.00	1	4,500.00	\$4,500.00
2	Electronic Message Board	2	13,915.00	\$27,830.00	2	9,000.00	\$18,000.00
3	Base and Foundation	1	8,575.00	\$8,575.00	1	2,400.00	\$2,400.00
4	Installation and Assembly	1	1,600.00	\$1,600.00	1	2,400.00	\$2,400.00
GRAND TOTAL				\$45,998.00			\$49,400.00

ALTERNATE BID #1 - 10 MM LED MESSAGE BOARD

NO	ITEM	QUANTITY	UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL
1	Fabrication	1	7,993.00	\$7,993.00	1	4,500.00	\$4,500.00
2	Electronic Message Board	2	26,650.00	\$53,300.00	2	9,900.00	\$19,800.00
3	Base and Foundation	1	8,575.00	\$8,575.00	1	2,400.00	\$2,400.00
4	Installation and Assembly	1	1,600.00	\$1,600.00	1	2,400.00	\$2,400.00
GRAND TOTAL				\$71,438.00			\$78,900.00

ALTERNATE BID #2 - 25 MM LED MESSAGE BOARD

NO	ITEM	QUANTITY	UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL
1	Fabrication	1	7,993.00	\$7,993.00	1	4,500.00	\$4,500.00
2	Electronic Message Board	2	10,319.00	\$20,638.00	2	9,900.00	\$19,800.00
3	Base and Foundation	1	8,575.00	\$8,575.00	1	2,400.00	\$2,400.00
4	Installation and Assembly	1	1,600.00	\$1,600.00	1	2,400.00	\$2,400.00
GRAND TOTAL				\$39,776.00			\$38,000.00

May 21 10:00 AM

**PROJECT:**



SEC Wilson & Mair St.  
Lombard, IL

**CUSTOMER APPROVAL:**

**AUTHORIZED SIGNATURE**

REPRESENTATIVE  
Matt Sopczyk

DRAWN BY  
Bill Marlow

DATE  
1.19.17

SCALE  
1/2" = 1'

SHEET NO.  
1 of 1

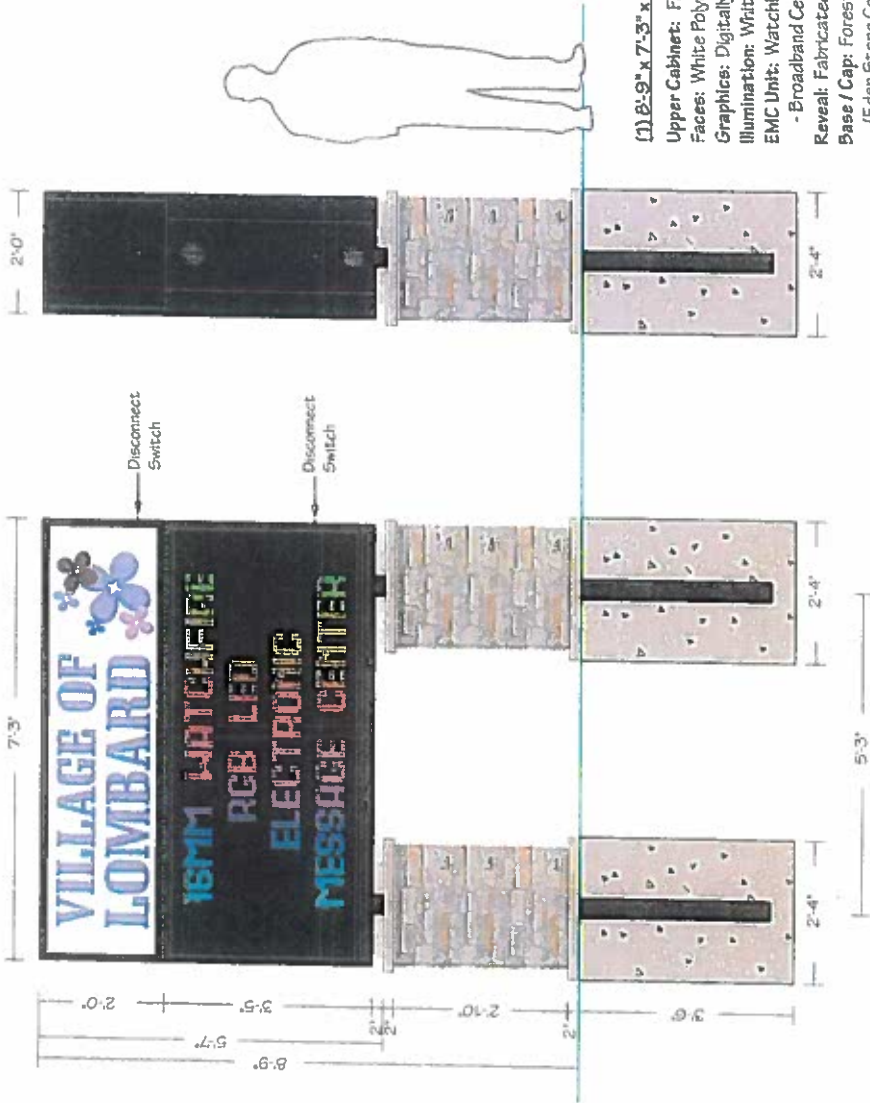
WORK ORDER  
77012

FILE NAME  
no77012

**REVISIONS:**

- 1 1.25.17 - increase OAH
- 2 2.03.17 - base to piers
- 3 2.08.17 - reduce ft. of cabinet
- 4
- 5
- 6
- 7
- 8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



**(1) 8'-9" x 7'-3" x 2'-0" Double Face Illuminated Monument Sign w/ EMC Unit**

- Upper Cabinet: Fabricated Aluminum Painted Black - Smooth Satin Finish
- Faces: White Polycarbonate
- Graphics: Digitally Printed on Translucent White Vinyl
- Illumination: White LEDs w/ 60 Watt Power Supplies
- EMC Unit: WatchFire 16mm RGB LED / 54x126 Matrix
- Broadband Cellular Communication - OPTION: 10mm or 25mm
- Reveal: Fabricated Aluminum Painted Black - Smooth Satin Finish
- Base / Cap: Forest Blend Masonry w/ Solomon Buff #10 Mortar
- Cap = Limestone
- Power: (2) 20Amp @ 120Volts Electrical Circuits Run to Site by Others
- Mounting: (2) 4" Square Steel Tubes set into (2) 2'-4" L x 2'-4" W x 3'-6" D Concrete Foundations

**NOTE: FIELD SURVEY REQUIRED PRIOR TO FABRICATION**

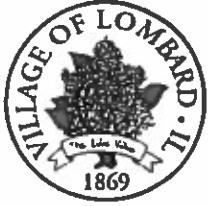


This sign is built to UL Standards for installation in open areas.

This document is owned by, and the information contained in it is proprietary to, Parvin-Clauss Sign Company. By receipt hereof the customer agrees not to use the information disclosed to any third party, and to return the information to Parvin-Clauss Sign Company upon request.

Copyright © 2017 by Parvin-Clauss Sign Co.





## VILLAGE OF LOMBARD

### CONTRACT

CONTRACT DOCUMENT NUMBER FM 17-05

This agreement is made this the 2<sup>nd</sup> day of March, 2017, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and Parvin-Clauss Sign Company 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:

#### PUBLIC INFORMATION NOTIFICATION SIGN

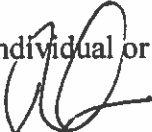
1. This contract shall embrace and include all applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Specification and contract document no. FM 17-05 for Public Information Notification Sign, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. FM 17-05
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions
    - vi) Bid Proposal Form (Addendum #1)
    - vii) Specification Deviation Form
    - viii) Contract Document No. FM 17-05
    - ix. Contractor's Certification
    - x. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$71,438 paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.

4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 90 calendar days from the date of the Notice to Proceed. 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.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. 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. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. 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 Keith T. Giagnorio, Village President, and the Contractor have hereunto set their hands this 2<sup>nd</sup> day of March, 2017.

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

Accepted this 20<sup>th</sup> day of February, 2017.

Individual or Partnership \_\_\_\_\_ Corporation X  
 \_\_\_\_\_  
 By Position/Title  
President

\_\_\_\_\_  
 By Position/Title

Parvin-Clauss Sign Company  
 Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 2<sup>nd</sup> day of March, 2017.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

Attest:

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

Approved contents of contractual documents:

\_\_\_\_\_  
Thomas P. Bayer  
Village Attorney

\_\_\_\_\_  
Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2016

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> Northern Insurance Service, LTD 350 Houbolt Rd. Suite 200 Joliet IL 60431	<b>CONTACT NAME:</b> Agnes Froemel <b>PHONE (A/C, No, Ext):</b> (815) 744-0111 <b>FAX (A/C, No):</b> (815) 744-0999 <b>E-MAIL ADDRESS:</b> afroemel@northernins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Parvin-Clauss Sign Co. 165 Tubeway Drive Carol Stream IL 60188	<b>INSURER A:</b> BITCO Insurance Companies <b>NAIC #</b> 20095	
	<b>INSURER B:</b> Travelers Property & Casualty Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: MASTER CERT**      **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 (INSR) 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"/> CONTRACTUAL <input checked="" type="checkbox"/> X, C, U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CLP3643254	9/19/2016	9/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA73643255	9/19/2016	9/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP2808778	9/19/2016	9/19/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 EA OCC/AGGREGATE \$ 5,000,000
B			ZUP-31M41122-16-NF	9/19/2016	9/19/2017	EA OCC/AGGREGATE \$ 5,000,000
A	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	WC3643253	9/19/2016	9/19/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 ACV/SPECIAL/\$1,000 DED		CLP3643254	9/19/2016	9/19/2017	CONT. SHED EQUIP: \$5,000 LEASED/RENTED \$50,000

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

RE: All Projects/All Services of Named Insured. ADDITIONAL INSURED with respect to General Liability if required by written contract or permit: Village of Lombard

**CERTIFICATE HOLDER**

(630) 629-2374

Village of Lombard  
 255 East Wilson Avenue  
 Lombard, IL 60148

**CANCELLATION**

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

Jeff Thompson/AF

© 1988-2014 ACORD CORPORATION. All rights reserved.



**VILLAGE OF LOMBARD**  
**SPECIFICATION & CONTRACT DOCUMENT NUMBER (FM 17-05)**  
**FOR**

**Public Information Notification Signage**

Bid Opening Date: .....February 15, 2017  
Bid Opening Time:..... 2:00 PM  
Bid Opening Location:..... Lombard Public Works Department  
..... 1051 S. Hammerschmidt Avenue  
Bid Opening Room: ..... Conference Room  
Bid Deposit: .....5%  
Performance Bond:.....NO

**Non-Mandatory Pre-Bid Meeting**

Pre-Bid Meeting Date: .....February 2, 2017  
Pre-Bid Meeting Time: ..... 11:00 AM  
Pre-Bid Meeting Location:..... Lombard Village Hall  
..... 255 E. Wilson Avenue  
Pre-Bid Meeting Room: .....Board Room

Obtain information from and submit bids to:

Carl Goldsmith  
Director of Public Works  
Village of Lombard  
1051 S. Hammerschmidt Avenue  
Lombard, Illinois 60148  
(630) 620-5740

*Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Lombard and any successful bidder. Do not detach any portion of this document. Invalidation may result.*

**TABLE OF CONTENTS**

	Page
Cover Sheet .....	1
Table of Contents .....	2
Invitation to Bid on Contract Document Number ( <i>NUMBER</i> ) .....	3
Notice to bidders .....	4
General Terms, Conditions & Instructions .....	6
Specific Terms, Conditions & Instructions .....	17
Bid Proposal Form .....	20
Specification Deviation Form .....	23
Instructions to Bidders on Completing Forms .....	24
Sample Village Contract for Construction Project .....	25
Exhibit A (Contractor's Certification) .....	28
Exhibit B (Additional Insured Endorsement) .....	29
Exhibit C (Proposed Location of Sign) .....	30
Exhibit D (Great Western Trail Bridges) .....	33
Exhibit E (Examples of Sign Style) .....	34
Exhibit F (Excerpts from Lombard Planning Documents) .....	35

January 3, 2017

Dear Sir or Madam:

Your attention is directed to the attached legal advertisement which appeared in the *Thursday, January 12, 2017* edition of the *Lombardian* requesting sealed bid proposals for *Public Information Notification Signage*.

Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital bid specifications for \$10.00 by inputting Quest Project Number 4789370 on the website's Project Search page. Please contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership, registration or downloading instructions.

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village of Lombard.

We welcome your bid.

Sincerely,

A handwritten signature in black ink that reads "Carl Goldsmith". The signature is written in a cursive, slightly stylized font.

*Carl Goldsmith*  
*Director of Public Works*

**VILLAGE OF LOMBARD  
NOTICE TO BIDDERS  
FOR  
Public Information Notification Signage**

The Village of Lombard is now accepting sealed bid proposals for a **PUBLIC INFORMATION NOTIFICATION SIGNAGE**.

**TIME AND PLACE OF OPENING BIDS**

Notice is hereby given that the Village of Lombard, Illinois, acting through the Department of Public Works, will receive sealed bids at the Public Works Facility, 1051 S. Hammerschmidt Avenue, Lombard, Illinois until February 15, 2017 at 2:00 PM, local time for the PUBLIC INFORMATION NOTIFICATION SIGNAGE, at which time the bids will be publicly opened and read. Bid proposals for this project will be considered to determine the lowest responsible bidder. Judgment on award of the contract shall be based not only on cost, but also on past performance, experience and ability to perform the work. The Village of Lombard reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations and other considerations the law allows in determining the definition of 'responsible bidder'. Bids will be acted upon by the President and Board of Trustees.

**DESCRIPTION OF WORK**

The proposed work is officially known as "PUBLIC INFORMATION NOTIFICATION SIGNAGE". The proposed location of the monument sign and electronic message board is the northeast corner of Main Street and Wilson Avenue. The Village of Lombard (Village) is requesting bids from qualified vendors to furnish all labor, materials, tools, equipment and services required to design, build, and install a monument sign with LED message board at the intersection of Main Street and Wilson Avenue.

**AVAILABILITY OF CONTRACT DOCUMENTS**

Prospective Bidders **must** purchase contract documents through Quest Construction Data Network (QUESTCDN). This can be done via a link on the Village of Lombard website ([www.VillageofLombard.org](http://www.VillageofLombard.org)) or on the QUESTCDN website ([www.questcdn.com](http://www.questcdn.com)). QUESTCDN is a web based platform for construction project advertisements, bid documents and plan holder lists. Prospective bidders will need the seven digit QUESTCDN project number 4789370 to locate the job on the QUESTCDN website search page. There is a \$10.00 nonrefundable cost for downloading the contract documents in a pdf format. **Bids will not be accepted from any prospective bidder who has not purchased contract documents through QUESTCDN.**

Notwithstanding the foregoing, plans and specifications may be **examined** at the following locations:

- 1) Office of the Director of Public Works, 1051 S. Hammerschmidt Avenue, Lombard, Illinois 60148;
- 2) Subscribers to **Bid Tool** may view the documents thru their service agreement. The Village provides Plans, Advertisements, Plan Holders Lists, Addenda and Bid Results to Bid Tool electronically. Web: [www.bidtool.net](http://www.bidtool.net)

3) Subscribers to **Dodge Data & Analytics** may view the documents thru their service agreement. The Village provides Plans, Advertisements, Plan Holders Lists, Addenda and Bid Results to Dodge electronically. Web: <http://construction.com/dodge>

4) Subscribers to **iSqFt** may view the documents thru their service agreement. The Village provides Plans, Advertisements, Plan Holders Lists, Addenda and Bid Results to iSqFt electronically. For any additional services iSqFt subscribers should contact the iSqFt® and HACIA Plan Room Partnership C/O Cushing Co, 420 West Huron Street, Chicago, IL 60654. Web: [www.isqft.com](http://www.isqft.com)

5) Subscribers to **BidClerk** may view the documents thru their service agreement. The Village provides Plans, Advertisements, Plan Holders Lists, Addenda and Bid Results to Bid Clerk electronically. For any additional services Bid Clerk subscribers should contact BidClerk Inc. 28 N. Clark Street, Suite 450 Chicago, IL 60602. Web: [www.bidclerk.com](http://www.bidclerk.com)

6) Subscribers to **CMD** may view the documents thru their service agreement. The Village provides Plans, Advertisements, Plan Holders Lists, Addenda and Bid Results to CMD electronically. For any additional services CMD data subscribers should contact CMD, 30 Technology Parkway South, Suite 100, Norcross, GA 30092. Web: [www.cmdgroup.com](http://www.cmdgroup.com)

**HOWEVER, EXAMINATION OF SAID PLANS AND SPECIFICATIONS AT ANY OF THESE LOCATIONS OR ONLINE SHALL NOT RELIEVE THE PROSPECTIVE BIDDERS FROM THE CONTRACT DOCUMENT PURCHASE REQUIREMENT SET FORTH ABOVE.**

### **BID SECURITY**

All bid proposals must be accompanied by a bid bond, certified check, bank cashier's check or bank draft payable to the Village of Lombard for five percent (5%) of the amount of the bid as provided in the General Requirements. No proposals or bids will be considered unless accompanied by such bond, check or draft.

### **REJECTION OF BIDS**

The Village reserves the right to defer the award of the contract for a period not to exceed sixty (60) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

### **PRE-BID MEETING**

A non- mandatory pre-bid meeting will be held in the Board Room of the Village Hall at 11:00 AM on February 2, 2017.

Sharon Kuderna  
Village Clerk

## GENERAL TERMS, CONDITIONS & INSTRUCTIONS

### PREPARATION OF PROPOSAL

The bidder shall prepare proposal on the attached proposal forms furnished by the Project Coordinator. Do not detach any portion of this document. Invalidity may result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate By-Laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Finance Department shall be submitted.

### SUBMISSION OF PROPOSAL

All bids must be delivered to the office of the Project Coordinator by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope.

All bids should be submitted in a sealed 9" x 12" or 10" x 13" envelope. The outside of the bid packet shall be clearly labeled with:

“This packet is in response to the Village of Lombard’s request for bids relative to:  
Bid #: FM 17-05  
Bid Description: **PUBLIC INFORMATION NOTIFICATION SIGNAGE**”

The information needing to be completed by each bidder is as follows: bidder's name, address, bid item name and bid opening location, room number, time, and date.

Any bidder who does not submit a proposal is requested to return bidding documents, stating the reason for failure to submit thereon, and requesting that the bidder's name be retained on our mailing list, if desired. Bidders not submitting proposals may otherwise be removed from our bid mailing list.

### BID DEPOSIT

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bid bond, cash, a certified check, or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Lombard. All bids not accompanied by a bid deposit, when required, will be rejected.



The bid deposits of all except the three (3) lowest responsive and responsible bidders on each contract will be returned within fourteen (14) calendar days after the opening of the bid. The bid deposit of the accepted bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required, or completion of contract, where no performance bond is required. The remaining bid deposits of each contractor will be returned within fourteen (14) days after the Village Board has awarded the contract.

### **PERFORMANCE BOND**

When required on the cover sheet, contractor must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the contract and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of any contract by the Village is contingent upon the provision of the required Bond by the contractor. As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within the Chicago metropolitan area indicating its willingness and intent to provide a letter of credit for the bidder. Failure to furnish the required bond within the time specified may be cause for rejection of the bid.

### **CONDITIONS**

Bidders are advised to become familiar with all conditions, instructions, and specifications governing this bid and, where applicable, the contractor shall inspect the site and conditions pertinent to the work involved. Failure to make such an inspection shall not excuse the contractor from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

### **EXAMINATION OF PREMISES, MEASUREMENTS, AND ELEVATIONS**

Bidders shall verify all measurements relative to the work and shall be responsible for the correctness of the same. The Bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the Bidder will be obligated to operate. Failure of the Bidder to notify the Village, in writing, of any condition or measurements making it impossible to carry out the work, as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. The successful Bidder must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities. The Village will not accept any liability or pay any additional costs in the event any unknown utilities are uncovered which may result in the redesign, delay, or need for additional equipment on the job site.

No claim whatsoever will be allowed to any contract for changes, extra work, or material, not included in the Bidder's original proposal, or for a greater amount of money than the contract states is to be paid, for any reason, including, but not limited to subsurface or latent physical conditions, or unknown physical conditions at the site. The Bidder is responsible for making a full examination of the site of the proposed

work, the proposal documents, specifications, general conditions, plans, special provisions, and contract forms before submitting their proposal. The Bidder is responsible for fully informing themselves as to the quality and quantity of materials required, and the character of the work to be performed.

### **CATALOGS**

Each bidder shall submit when necessary, or when requested by the Project Coordinator, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the specifications, necessary to fully illustrate and describe the material or work proposed to be furnished. When equipment requires installation, contractor shall submit detailed shop drawings to the Project Coordinator for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

### **SAMPLES**

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

### **INSPECTIONS**

The Village shall have the right to inspect any material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.

### **SPECIAL HANDLING**

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

### **DELIVERY**

All materials shipped to the Village of Lombard must be shipped F.O.B. delivered, designated location, Lombard, Illinois. If delivery is made by truck, arrangements must be made in advance by the contractor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

### **DISCOUNTS**

Cash discounts will be considered in the evaluation of the bids. Bidders shall indicate terms as 1% - 20 days, net 30 days, 2% - 20 days, net 30 days, or 1% - 30 days, etc. Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. No discount of less than 1% will be considered or for a period of less than 20 days. If no discount is taken, payment will be made 30 days after receipt and inspections have been completed.

#### **TRAINING, DEMONSTRATIONS AND SHOP DRAWINGS**

Training will be required by the bidders to the Village of Lombard employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

#### **PRICES**

Unit prices shall be shown for each unit on which there is a bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal.

#### **COMPLIANCE WITH LAWS**

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and Village governments, which may in any manner affect the preparation of proposals or the performance of the contract.

#### **TAXES**

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village of Lombard. A copy of the Village Tax-Exempt letter will be provided to the successful bidder when requested.

#### **COMPLIANCE WITH OSHA STANDARDS**

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

#### **INDEMNIFICATION**

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or

copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

#### **PERMITS AND LICENSES**

The successful bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

#### **SUBLETTING OF CONTRACT**

No contract awarded by the Village of Lombard shall be assigned or any part sub-contracted without the written consent of the Project Coordinator. In no case shall such consent relieve the successful bidder from his obligation or change the terms of the contract.

#### **GUARANTEES AND WARRANTIES**

All guarantees and warranties from manufacturers shall be furnished by the contractor and shall be delivered to the Project Coordinator before final voucher on the contract is issued. The contractor warrants to the owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents and that the work will be free from defects in material and workmanship for one year from the date of issuance of the final payment by owner and any deficiencies shall be corrected by the contractor under this warranty immediately upon notification from the owner.

#### **WITHDRAWAL OF PROPOSAL**

Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request therefore. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. The successful bidder shall not withdraw or cancel its proposal after having been notified by the Project Coordinator that said proposal has been accepted by the Village Board. Failure on the part of the successful bidder to execute a contract within fifteen days of its receipt or to provide an acceptable bond shall be considered just cause to withdraw the award. In such case the bid deposit shall be forfeited as liquidated damages.

#### **TERMINATION OF CONTRACT**

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Lombard.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the successful bidder, in the event of default by the successful bidder. Default is defined as failure of the successful bidder to perform any of the provisions of this contract or failure to

make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village will procure, upon such terms and in such manner as the Project Coordinator may deem appropriate, supplies or services similar to those so terminated. The successful bidder shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Project Coordinator that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the successful bidder.

### **COMPETENCY OF BIDDER**

Upon request bidder should supply the Village with information pertaining to financial stability, available equipment, prior experience and conflicting working schedules which will be used in determining the responsible bidder.

### **CONSIDERATION OF PROPOSALS**

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Lombard upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or that has failed to perform faithfully any previous contract with the Village.

The Village of Lombard shall accept the bid of the lowest responsible bidder on the basis of the bid that is in the best interest of the Village to accept. In awarding the contract, in addition to price, the Village shall consider the following:

- a. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts of services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid;
- j. Whether the bidder has a place of business in the Village;
- k. Responsiveness to the exact requirements of the invitation to bid;
- l. Ability to work cooperatively with the Village and its administration; and
- m. Past records of the bidder's transaction with the Village or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all bids, and may order a re-advertisement for new bids.

The bidder, if requested, must present within three (3) working days, evidence satisfactory to the Project Coordinator of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and contract documents.

The Project Coordinator shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions.

The bids shall be awarded to the lowest responsible bidder who submits the responsive bid that is most advantageous to the public. In determining the responsibility of any bidder, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the bidder, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of contract will be mailed to each bidder within ten (10) working days of the President and Board of Trustees' decision.

PERFORMANCE REFERENCES \* See additional attached information

All bidders shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references, of current accounts.

Company Name:..... : Village of Glen Ellyn  
Address..... : \_\_\_\_\_  
City & State..... : Glen Ellyn, IL  
Telephone Number..... : \_\_\_\_\_  
Person to Contact ..... : Albert Stawitsch  
Title/Position..... : Asst Village Mgr.

Company Name:..... : City of Elgin  
Address..... : \_\_\_\_\_  
City & State..... : Elgin, IL  
Telephone Number..... : \_\_\_\_\_  
Person to Contact ..... : WAYNE CARLSTEDT  
Title/Position..... : CENTRE OPERATIONS MGR

Company Name:..... : GLEN ELYN PARK DISTRICT  
Address..... : \_\_\_\_\_  
City & State..... : GLEN ELYN, IL  
Telephone Number..... : \_\_\_\_\_  
Person to Contact ..... : SANDY SAFKO  
Title/Position..... : DIRECTOR

### **DISQUALIFICATION OF BIDS**

The following will be cause for disqualification of bids:

- a. Prices excessively high and/or exceed monies available for the intended purchases;
- b. Failure to submit bid deposit or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the bidder from unknown future market conditions;
- e. Rights of the purchasing agency limited under any contract clause;
- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact the Project Coordinator;
- g. Reasonable basis to suspect either conflict of interest or collusion among bidders;
- h. Bidder fails to submit required information, literature, samples, or affidavits with bid;
- i. Late bids;
- j. Failure of any authorized person to sign bid; and
- k. Bidder is prohibited by local, state or federal law from entering into public contracts.

### **CANCELLATION**

The Village reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

### **DEFAULT**

In case of the default by the contractor, the Village will procure articles or services from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

### **INTERPRETATION OF CONTRACT DOCUMENTS**

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents may obtain information from the Village regarding clarification of the plans and specifications. Information furnished by the Village shall be made in writing and furnished to all contractors who have requested plans and specifications. The information shall also be placed on file and be made available to the public. Any bidder in doubt of the true meaning of this document must submit to the Project Coordinator a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Project Coordinator. In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, notice of such addendum will be emailed to all bidders known to the Village as was provided when picking up the bid packet, and made available to the public through the Village website. The Village will not assume the responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all



addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after the fourth working day prior to bid opening.

The term "Village" whenever used in the specifications shall be construed to mean the Village of Lombard, DuPage County, Illinois.

All specification deviations must be clearly stated on the form provided in the bid package. If the bidder wishes to submit more than one (1) bid, each bid after the first is to be considered an alternate. These bids must be placed in separate envelopes. The envelope and the bid proposal page must be plainly marked "alternate bid."

The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder purposes to furnish which contains major or minor variations from specification requirements, but which may comply substantially therewith.

#### COLLUSION

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies. If the Village decides it is in its best interest, the contract will be awarded to the bidders located furthest from the point of delivery when identical bids include delivery cost. Publication of the situation will occur if local suppliers are involved.

#### INSURANCE

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
  2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
  3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
  4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
  5. Umbrella Coverage - \$2,000,000.00
- (B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any

insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverages. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.

- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

### **NON-DISCRIMINATION**

- a. Bidder/Supplier shall, as a party to a public contract
1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  2. By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

### **VENUE**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

### **PREVAILING WAGES**

The Village of Lombard requires all contractors (and any subcontractors) bidding on Village projects to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., as applicable to the particular

contract. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

**Note:** On August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project.

**(For MFT projects the most current Prevailing Wage rates must be included in the specification book LR Special Provision 107-3 “Wages of Employees on Public Works” should be included)**

**(For STP projects the BDE Special Provision 80154 “Payrolls & Payroll Records:” must be included in the specification book)**

**SPECIFIC TERMS, CONDITIONS, & INSTRUCTIONS  
FOR**

***PUBLIC INFORMATION NOTIFICATION SIGNAGE***

**INTRODUCTION**

The Village of Lombard (Village) is requesting qualifications and proposals from qualified vendors to furnish all labor, materials, tools, equipment and services required to design, build, and install a monument sign with LED message board at the intersection of Main Street and Wilson Avenue.

This document is a Request for Qualification and Request for Proposal. The Village is seeking a design solution as well as fabrication and construction of a monument sign that incorporates established elements of the Village brand with an LED message board, using materials that aesthetically complement the existing facility. Proportionally, the sign must fit the site, and provide adequate visibility to posted messages by passing traffic.

**SCOPE OF WORK**

Design of a monument sign for the PUBLIC INFORMATION NOTIFICATION SIGNAGE, approximately 72" tall, and 96" wide as described herein that includes community identification sign and logo; an electronic message board mounted on a masonry base and suitable foundation.

Fabrication and installation of building identification signage that incorporates the Village logo.

Acquisition and installation of the electronic message board including communication hardware and all software.

Installation of foundation and masonry base.

Connection to electrical supply. The Village will provide a service box in the appropriate location of the sign. The contractor shall connect the sign to this service.

**GENERAL**

The sign shall be constructed in the location identified on "Exhibit C".

The sign shall consist of 3 parts: 1) the electronic message board; 2) the base; and 3) the community identification sign. The electronic message board(s) shall be approximately 36" tall x 84" wide. The message board will be installed on a masonry foundation approximately 48" tall x 84" wide. Masonry shall be designed to complement the features of the Great Western Trail Bridges as closely as possible. Photos of the Great Western Trail Bridges are included in "Exhibit D". Directly above the message board will be an interior lit facility identification sign identifying the Village of Lombard that incorporates the Village logo.

Attached hereto as "Exhibit E" depictions illustrating the type of sign the Village has in mind. The photograph is intended for illustrative purposes. Designs may vary. The sign shall incorporate sufficient design elements identified in the *Lombard Downtown Revitalization Project Guidebook, Downtown Landscape Enhancement Recommendations* and other planning documents adopted by the Village of Lombard to assist with aesthetic treatment of public infrastructure. Attached as "Exhibit F" are excerpts from the various planning documents that identify design elements include color, materials, geometric shapes etc.

Metal element of sign that is not part of LED message board shall match LED cabinet material and finish. Final sign design will be collaboratively decided on between Village staff and the contractor and will be determined after the project is awarded.

### ELECTRONIC MESSAGE BOARD

- Maximum LED screen size shall be 65% of the overall square footage of the monument sign.
- LED panel shall be Watchfire XVS 16 mm or approved equal. Pricing options for 10 mm and 25 mm alternatives shall be provided.
- Screen shall provide for automatic day/night, multi-step electronic dimming with sensor.
- Screen shall maintain an ambient temperature operating range of -40F to +120 F. Electronics shall be designed to withstand 180 F.
- A minimum 5-year warranty shall apply to all sign electronics & electrical components.
- All LED's shall be 100,000 hour lifetime rated.
- LED video display shall be double-faced or shall incorporate two (2) video displays.
- Broadband cellular communications connection, with affordable data plan preferred.
- Must be capable of creating, editing, and scheduling content in a cloud-based application. The display software as well as hardware requirements must be included with bid proposal.
- Password protection must be built into the display software and allow Village access for maintenance.
- LED sign manufacturer must be a UL listed.
- Product literature shall be submitted for review during the bid review process
- The contractor shall provide Ignite OPx software and 4G cellular connection for a 5-year period.

### MISCELLANEOUS

- All Village requirements for ROW setbacks shall be observed.
- Contractor is responsible for obtaining Sign Permit from the Village of Lombard, as well as meeting any and all Village regulations and permitting requirements. The Village will waive the sign permit fee.
- Existing trees and landscaping shall be protected.
- Minor grading to be included in proposal
- Contractor shall be responsible for locating utilities prior to site work.
- Contractor shall be responsible for coordinating delivery and storage of materials at the job site with Village.
- Three examples of previous installations shall be included with the bid for the Owner to view during the bid review process.
- Contractor to make final connections to owner supplied power source.

**SUBMISSION REQUIREMENTS**

1. Design rendering of proposed sign design as described herein. Rendering shall be used to determine the bid award. It may not be the final design collaboratively selected by the staff and the contractor.
2. Background information on the firm including management, staffing and qualifications.
3. Similar projects.
4. References.
5. Detailed information on the Electronic Message Board to confirm that the proposed unit meets the specifications outlined herein.
6. Estimated cost of the entire project broken down according to the main components: fabrication, electronic message board, base and foundation, installation and assembly, with pricing options for a 10 mm, 16mm and 25 mm message board.

**VILLAGE OF LOMBARD  
BID PROPOSAL**

Proposal for Contract Document Number *FM 17-05*. We hereby agree to furnish to the Village of Lombard *Public Information Notification Signage* in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

**BASE BID – 16 mm LED Message Board**



BASE BID - 16mm LED

Item	Quantity	Unit	Unit Price	Total Cost
<b>Fabrication</b>	1	Lump Sum	\$	\$ 7693 -
<b>Electronic Message Board - 36" x 84"</b>	2	Lump Sum	\$ 13915	\$ 27830
<b>Base and Foundation</b>	1	Lump Sum	\$	\$ 8575
<b>Installation and Assembly</b>	1	Lump Sum	\$	\$ 1600
<b>TOTAL COST</b>			\$	45968
Written in Words: Forty five thousand nine hundred sixty eight dollars.				

ALTERNATE BID #1 - 10 mm LED Message Board

Item	Quantity	Unit	Unit Price	Total Cost
<b>Fabrication</b>	1	Lump Sum	\$	\$ 7963
<b>Electronic Message Board - 36" x 84"</b>	2	Lump Sum	\$ 26650	\$ 53300
<b>Base and Foundation</b>	1	Lump Sum	\$	\$ 8575
<b>Installation and Assembly</b>	1	Lump Sum	\$	\$ 1600
<b>TOTAL COST</b>			\$	71,438
Written in Words: Seventy one thousand four hundred thirty eight dollars.				

BASE BID #2 - 25 mm LED Message Board

Item	Quantity	Unit	Unit Price	Total Cost
<b>Fabrication</b>	1	Lump Sum	\$	\$ 7963
<b>Electronic Message Board - 36" x 84"</b>	2	Lump Sum	\$ 10319	\$ 20638
<b>Base and Foundation</b>	1	Lump Sum	\$	\$ 8575
<b>Installation and Assembly</b>	1	Lump Sum	\$	\$ 1600
<b>TOTAL COST</b>			\$	38776
Written in Words: Thirty eight thousand seven hundred seventy six dollars.				

VILLAGE OF LOMBARD  
BID PROPOSAL (CONTINUED)

Delivery of the item(s) will be within 90 day(s) following notification of bid award.

State length and terms of warranty(s): One year fuel parts and labor, 5 yrs. parts warranty on the EMC. Additional warranty available at additional cost.

Is your bid in compliance with specifications?:  Yes  No  
If answer is no, please list deviation(s) on the provided "Specification Deviation" Form.

Signed on this 30<sup>th</sup> day of January, 2017.

If an individual or partnership, all individual names of each partner shall be signed:

By.....: [Signature]  
Print Name.....: Robert A. Claus  
Position/Title.....: President

By.....: \_\_\_\_\_  
Print Name.....: \_\_\_\_\_  
Position/Title.....: \_\_\_\_\_

Company Name.....: Parvin-Claus Sign Co. Inc.  
Address line 1.....: 1165 Tubeway Drive  
Address line 2.....: Carol Stream, IL 60188  
Telephone.....: 630-510-2020

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By.....: [Signature]  
Print Name.....: Robert A. Claus  
Position/Title.....: President

Company Name.....: Parvin-Claus Sign Co. Inc.  
Address line 1.....: 1165 Tubeway Dr Carol Stream IL 60188  
Telephone.....: 630-510-2020

No additional charges over the total net bid price will be made during the specified Bid/Contract period.  
The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.



1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Contractor's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
3. The Specification Deviation Form must be signed and dated even if no deviations are taken.
4. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

**IF THESE FOUR FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.**

The *successful* bidder will be required to agree to and sign the Village of Lombard contract and exhibits A and B (contract execution certification, sexual harassment policy, Illinois Department of Revenue tax compliance certification, and additional insured endorsement) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

## VILLAGE OF LOMBARD

(Sample Contract for Construction Projects)

### CONTRACT DOCUMENT NUMBER

This agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (\_\_\_\_\_) hereinafter 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:

(The description, quantities and proposal prices are stated here)

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Specification and contract document no. \_\_\_\_\_  
for \_\_\_\_\_, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document  
No. \_\_\_\_\_ - Legal Notice
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions and Blue Prints
    - vi) Bid Proposal Form
    - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Bid Proposal Dated \_\_\_\_\_
  - c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$ \_\_\_\_ paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within \_\_\_\_ calendar days from the date of the Notice to Proceed. 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.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. 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. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. 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 Keith T. Giagnorio, Village President, and the Contractor have hereunto set their hands this \_\_day of \_\_\_\_\_, 20\_\_.

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

Accepted this \_\_day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

Attest:

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

Approved contents of contractual documents:

\_\_\_\_\_  
Thomas P. Bayer Date  
Village Attorney



EXHIBIT A

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Robert A. Claus, having been first duly sworn, depose and states as follows:  
(Officer or Owner of Company)

I am the President for Parvin-Clauss Sign Co. Inc.  
(Title) (Name of Company)  
(the "Contractor"), which has submitted a proposal for Seagrass  
(Name of Village project)

to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, 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  
"all employees and drivers"  
(Name of employee/driver or "all employee drivers")

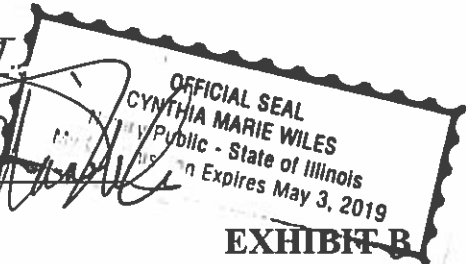
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to before me this 30th day of June, 2017.

[Signature]  
Notary Public



### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Named Insured:

Policy Number:

Policy Period:

Endorsement. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

### EXHIBIT C

#### PROPOSED LOCATION OF SIGNAGE

Southeast corner of Main Street and Wilson Avenue



Sign Location from northbound Main Street



**Sign Location from southbound Main Street**



**Sign Location from eastbound Wilson Avenue**



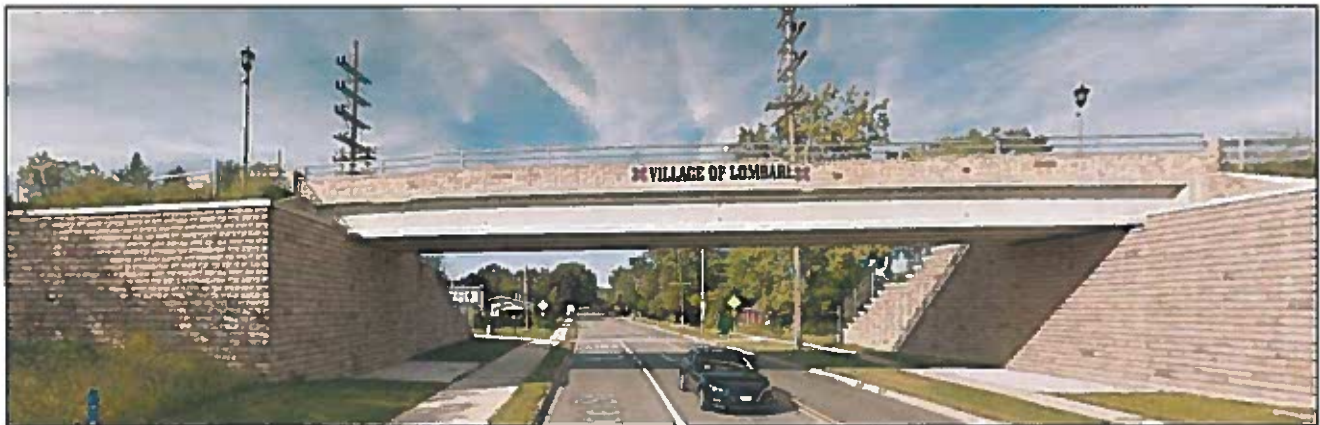


Sign Location from westbound Wilson Avenue



## EXHIBIT D

### GREAT WESTERN TRAIL BRIDGES



### EXHIBIT E

#### EXAMPLES OF SIGN STYLE





## EXHIBIT F

### EXCERPTS FROM LOMBARD PLANNING DOCUMENTS

*Lombard Downtown Revitalization Project Guidebook*



*Downtown Landscape Enhancement Recommendations*





Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

B 1182743

## BID BOND

### KNOW ALL MEN BY THESE PRESENTS:

That **Parvin-Clauss Sign Co., Inc.**

165 Tubeway Drive Carol Stream, IL 60188

(hereinafter called the Principal)

as Principal, and the **SELECTIVE INSURANCE COMPANY OF AMERICA**, a corporation created and existing under the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety), as Surety,

are held and firmly bound unto **Village of Lombard**  
1051 Hammersmidt Ave. Lombard, IL 60148

(hereinafter called the Obligee)

in the full and just sum of **5 % Percent of the Total Bid Amount**

( **5 %** ), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this **14th** day of **February** A.D. **2017** .

**THE CONDITION OF THIS OBLIGATION IS SUCH**, That, if the Obligee shall make any award within 60 days to the Principal for

### **Monument Signage with Electronic Message Center**

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

WITNESS:

\_\_\_\_\_  
(If individual or Firm)

ATTEST

\_\_\_\_\_  
(If Corporation)

**Parvin-Clauss Sign Co., Inc.**

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Principal

**SELECTIVE INSURANCE COMPANY OF AMERICA**

By:

\_\_\_\_\_  
Attorney-in-Fact  
Agnes Froemel



**VILLAGE OF LOMBARD  
BIDDER'S ACKNOWLEDGMENT OF RECEIPT**

**ADDENDUM NO. 1  
PUBLIC INFORMATION NOTIFICATION SIGNAGE  
CONTRACT DOCUMENT NO. FM 17-05**

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name..... : PARVIN-CLAUSS SIGN COMPANY  
By ..... : Matt Sopchuk  
Print Name ..... : MATT SOPCHUK  
Position/Title..... : SALES MANAGER  
Date ..... : FEB 6, 2017

**Note: This Addendum shall be included with and is considered part of the bid documents. Failure to return this form may result in disqualification of the BIDDER.**

**Return a copy of this page to the VILLAGE upon receipt. Either via FAX to 630-620-5982, email to [goldsmithc@villageoflombard.org](mailto:goldsmithc@villageoflombard.org), certified mail, or courier. Include this original in your bid.**