

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: Tim Sexton, Acting Village Manager
 DATE: December 31, 2013 (COW) (B of T) AGENDA DATE: January 16, 2014
 TITLE: PWO-1405 Street Light Maintenance
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

RESULTS:

Date Bids Were Published 12/11/2013 Bidding Closed 12/27/2013
 Total Number of Bids Received 2
 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 Were Any Bids Withdrawn Yes X No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 Responsible Bidder? X Yes No
 If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$100,000.00/ \$100,000.00
 Amount of Award \$100,000.00
 Account Number: 101.270.315.75770

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously X Yes No
 If yes, was quality of work acceptable X 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 X No

REVIEW (as needed):

Village Attorney XX _____ Date _____
 Finance Director XX _____ Date _____
 Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.

Interoffice Memo

To: Tim Sexton, Acting Village Manager
Through: Carl S. Goldsmith, Director of Public Works *CJ*
From: David A. Dratnol, P.E., Village Engineer *idone*
Date: December 31, 2013
Subject: PWO-1405 Street Light Maintenance

The purpose of the Street Light Maintenance Program is to ensure adequate operation of Village street lighting. The program is comprised of the following categories: monthly patrolling, repair of malfunctioning street and parking lot systems, replacing of damaged poles and controllers, and group lamp replacement and cleaning.

Six (6) potential bidders obtained plans for the referenced project. Two (2) bids were received and opened at 10:00 a.m. on December 27th, 2013. The bid results are summarized below:

<i>Company</i>	Total
Meade, Inc.	\$36,803.20
H & H Electric	\$291,566.00
<i>Engineer's Estimate</i>	\$100,000.00

The contract was evaluated based on the price schedule for monthly inspections and group cleaning and re-lamping of approximately 900 lights. The resulting estimate was \$40,000. However, additional time and material work will be performed by the contractor throughout the year based on their submitted hourly rates. These rates are estimated at \$5,000 per month which yields a \$60,000 yearly total. The Engineer's Estimate includes both estimates which gives a total estimate of \$100,000.

The Engineering Division Recommends awarding this contract to Meade, Inc. in the amount of \$100,000.00.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on January 16, 2014. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER PWO-1405

This agreement is made this 16 day of January, 2014 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Meade, Inc. 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:

This contract is for the maintenance of Village of Lombard owned Street and Parking Lot Lighting and Systems. This contract will consist of four (4) types of work. The work will be broken down as follows:

- *Monthly patrolling of all Village Owned Street and Parking Lot Lighting Systems.*
- *Repair of malfunctioning Village Owned Street and Parking Lot Lighting Systems on a time and material basis that were found by either patrolling inspection or by Work Order faxed by the Village.*
- *Replacement of damaged light poles and control centers caused by accident.*
- *Group lamp replacement and cleaning of street and parking lot lighting.*

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. PWO-1405 for Street Light Maintenance, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO 1405- 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 December 27, 2013
- 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 \$100,000.00 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 365 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 16th day of January, 2014.

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 16th day of January, 2014.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 16th day of January, 2014.

Keith T. Giagnorio
Village President

Attest:

Janet Downer
Deputy Village Clerk

Approved for issuance:

Rhonda Heabel Date
Management Analyst

Approved contents of contractual documents:

Thomas P. Bayer Date
Village Attorney