





**To:** Scott Niehaus, Village Manager  
**From:** David Gorman, PE, Assistant Director of Public Works *DG*  
**Through:** Carl Goldsmith, Director of Public Works *G*  
**Date:** September 25, 2018  
**Subject:** Traffic Signal at Finley & Oak Creek – Construction Contract

The Traffic Signal at Finley Road and Oak Creek Drive improvement project replaces an existing traffic signal installation including installing a fourth intersection leg traffic signal at the intersection of Finley Road, Oak Creek Drive, and the new Woodmoor Drive. Due to the specialized project scope, staff sent the contract documents directly to five electrical contractors that have previous Village experience on similar infrastructure.

These improvements are funded by the Village along with \$170,000 from Donven Homes, the private developer completing the adjacent Woodmoor site. The Village is in discussions with a telecommunications company for a potential small cell installation at this intersection, and the company may also be contributing financially to the project. Three (3) proposals were received and were opened at 10:00 a.m. on September 24, 2018. The resulting total proposal bids are summarized below.

Organization	Amount
Home Towne Electric	\$249,999.80
H&H Electric	\$288,662.20
Tri-Tech Electric	\$289,596.75
Project CIP Budget	\$300,000.00
Engineer's Estimate	\$272,937.30

This project is scheduled for construction in Spring 2019 with a substantial completion date of May 15, 2019. Payments to the Contractor will be based on the actual work performed at the awarded contract unit prices. The Engineering Division recommends awarding this contract to the lowest responsible bidder, Home Towne Electric, in the amount of \$249,999.80 which is below the CIP budget and engineer's estimate.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on October 4, 2018. If approved, please return the executed copies of the contract and bond to PW Engineering for further processing.

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER ST-17-08

This agreement is made this 4th day of October, 2018, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Home Towne Electric, Inc. (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

#### Traffic Signal at Finley & Oak Creek

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number ST-17-08, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Proposal Invitation on Contract Document Number ST-17-08
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: September 24, 2018
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract by May 15, 2019. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.

4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 4th day of October, 2018.

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

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Print Company Name

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
By

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

\_\_\_\_\_  
By

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4th day of October, 2018.

\_\_\_\_\_  
Keith Giagnorio, Village President

Attest:

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

# VILLAGE OF LOMBARD

## CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Illinois as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated October 4, 2018, for the construction of the work designated:

Traffic Signal at Finley & Oak Creek

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

**VILLAGE OF LOMBARD**

**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

Traffic Signal at Finley & Oak Creek to the Village of Lombard, 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 \_\_\_\_\_  
(Name of employee/driver or "all employee drivers")
- is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public