

**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 : November 7, 2014 Agenda Date: November 20, 2014  
TITLE : 2015/2016 Maintenance of Traffic Control Equipment  
SUBMITTED BY: David A. Dratnol, PE, Village Engineer *DA*

**RESULTS:**

Date Bids Were Published 10/23/2014 Bidding Closed 11/5/2014  
Total Number of Bids Received 3  
Total Number of Bidders Meeting Specifications 3  
Bid Security Required X Yes          No  
Performance Bond Required X Yes          No  
Were Any Bids Withdrawn          Yes X No  
Explanation:  
Waiver of Bids Requested? X Yes          No  
If yes, explain: Bid sent to qualified electrical contractors  
Award Recommended to Lowest X Yes          No  
Responsible Bidder?  
If no, explain:

**FISCAL IMPACT:**

Project No.: N/A 2015/2016 Maintenance of Traffic Control Equipment  
Bid Amount: \$52,081.00  
Available Budget: \$77,000.00  
Funding Source: Traffic Signal Equipment Service Contracts 101.270.320.75730

**BACKGROUND/RECOMMENDATION:**

See attached memo.

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?          Yes X No  
Waiver of bids - Public Act 85-1295 does not apply X 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 12:00 noon, Wednesday, prior to the Board Agenda distribution.**



**To:** Scott Niehaus, Village Manager  
**From:** David A. Dratnol, PE, Village Engineer *DAD*  
**Through:** Carl Goldsmith, Director of Public Works *CJ*  
**Date:** November 7, 2014  
**Subject:** 2015/2016 Maintenance of Traffic Control Equipment Bid

### 2015 Maintenance of Traffic Control Equipment Bid

The purpose of the 2015/2016 Maintenance of Traffic Control Equipment contract is to maintain Village owned traffic control equipment. This equipment includes traffic signals, traffic detection, signal interconnection, controllers, and emergency vehicle preemption. The contract is for one year with an option for an additional year. Seven (7) potential bidders received contract documents for the referenced project. Three (3) bids were received and were opened at 10:00 a.m. on November 5, 2014. The resulting bid amounts for 2015 are summarized below:

| Organization               | Amount      |
|----------------------------|-------------|
| <b>H&amp;H Electric</b>    | \$52,081.20 |
| <b>Meade Electric</b>      | \$60,828.00 |
| <b>Lyons Electric</b>      | \$90,240.00 |
| <b>Engineer's Estimate</b> | \$60,000.00 |
| <b>Project Budget</b>      | \$77,000.00 |

Since few contractors are qualified for this work, this contract was directly sent to potential specialty electrical contractors, and thereby a bid waiver is requested. Staff recommends awarding the 2015 contract to H&H Electric Company in the amount of \$52,081.20.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on November 20, 2014. If approved, please return the executed copies of the contract and bond to PW Engineering for further processing.

# VILLAGE OF LOMBARD

## CONTRACT DOCUMENT NUMBER TRAF-1516

This agreement is made this 20<sup>th</sup> day of November, 2014, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and H&H Electric Company (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:

### 2015/2016 Maintenance of Traffic Control Equipment

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. TRAF-1516 for 2015/2016 Maintenance of Traffic Control Equipment, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number TRAF-1516 - Legal Notice
    - iv) General Terms, Conditions and Instructions
    - v) Special Provisions, 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: November 5, 2014
  - 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. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.

4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding

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 20<sup>th</sup> day of November 2014.

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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
By

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

\_\_\_\_\_  
By

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 20<sup>th</sup> day of November, 2014.

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

Attest:

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

# VILLAGE OF LOMBARD

## CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we H&H Electric Company, 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 November 20, 2014, for the construction of the work designated:

2015/2016 Maintenance of Traffic Control Equipment

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

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

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

APPROVED this 20<sup>th</sup> day of  
November, 2014.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_ day of \_\_\_\_\_, 2014.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_  
Village President

BY: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Village Clerk

ATTEST:  
\_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

BY: \_\_\_\_\_

(SEAL)