

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: David A. Hulseberg, Village Manager
DATE: April 28, 2010 AGENDA DATE: May 06, 2010
TITLE: Bid Opening For: Main Street Lighting – Phase II
SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

RESULTS:

Date Bids Were Published 03/10/10 Bidding Closed 04/01/10
Total Number of Bids Received 7
Total Number of Bidders Meeting Specifications 6
Bid Security Required X Yes No
Performance Bond Required X Yes 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Were Any Bids Withdrawn Yes X No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:

Budget Estimate: \$1,000,000.00
Engineer's Estimate: \$915,390.00
Amount of Award: \$695,948.35
Fund: Capital Project Fund

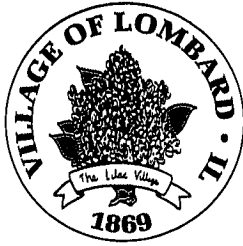
BACKGROUND/RECOMMENDATION:

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 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: David A. Hulseberg, Village Manager
Through: Carl S. Goldsmith, Director of Public Works *CSG by DRA*
From: David A. Dratnol, P.E., Village Engineer *DRA*
Date: April 28, 2010
Subject: Main Street Lighting Project – Phase II
 Project Number: M-08-05 B

Main Street Lighting Project – Phase II consists of installing new Village Standard Street Lights along Main Street, from Grove Street to LeMoyné Avenue, similar to the light poles and fixtures installed on Main Street from Parkside Avenue to Roosevelt Road.

Eleven (11) potential bidders and suppliers purchased bid documents. Public Works Engineering received and opened seven (7) bids at 10:00 A.M. on April 1, 2010. H & H Electric Company did not have a Pre-Bid Attendance Form signed by a Village representative and was therefore deemed non-responsive. The results are summarized below:

Company	Bid – Alt 1 HPS	Bid – Alt 2 LED
Gaffney's PMI	\$656,355.75	\$695,948.35
Elmund & Nelson Company	\$665,205.60	\$704,722.40
Meade Electric Company, Inc.	\$673,249.00	\$712,688.00
Utility Dynamics Corporation	\$694,637.85	\$730,240.45
Aldridge Electric, Inc.	\$732,333.00	\$770,934.60
Lyons Electric Company, Inc.	\$748,299.76	\$786,299.76
H & H Electric Company	Non-Responsive	
Engineer's Estimate	\$872,878.00	\$915,390.00

The Bid was broken down into two (2) alternates. Alternate 1 was for the Standard lighting with High Pressure Sodium Luminaires. Alternate 2 was for the Standard lighting with LED Luminaires. Staff has looked at the LED Luminaires as an energy saving alternative, as well as a benefit environmentally. Attached is a pay back analysis showing that the LED would break even in cost within five to six years. Staff Recommends Alternate 2.

Gaffney's PMI of Batavia, Illinois has not worked in the Village recently. They recently completed a similar street lighting project for the City of Geneva. Geneva's Engineer was very satisfied with their work. They are currently working in Carol Stream installing LED street lights. Carol Stream also uses them for their emergency light pole replacement work and is very satisfied with them. Staff recommends award of this contract (Base Bid + Alternate 2) to Gaffney's PMI in the amount of **\$695,948.35**.

Due to the number of pay items and the number of bidders, the bid tabulation is not attached. Staff will provide copies upon request and it will be posted on the Village website after award of the contract. Please contact me if you want a copy of the bid tabulation, have any questions or need any additional information.

RESOLUTION
R _____ 10

A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Gaffney's Protective Maintenance, Inc. regarding the Main Street Lighting Project - Phase II as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 6th day of May, 2010.

Ayes; _____

Nays: _____

Absent: _____

Approved this 6th day of May, 2010.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

LED Payback Sheet

(Lower Light)

Job Name: Lombard, IL

Inputs	70 HPS	12	0.070
HID Lamp Watts	70 HPS	12	0.070
"ON" Hours per Day	12		
Power Costs (\$ per KWHr)	\$		
Relamp Costs	\$	250.00	** see note
Re-ballast Costs	\$	350.00	*** see note
Power Generation Fuel	Coal		
LED Fixture Watts	66		(from Sternberg)
Additional LED Fixture Cost	\$	500.00	each

Ballast Life	50,000
Years to Re-Ballast	11.4
Annualized Re-ballast cost	\$ 30.66

Lamp Life	24,000
Years to Relamp	5.5
Annualized Relamp cost	\$ 45.63

HID Fixture Watts	91
Yearly Energy Savings - KWHr	109.5
Yearly Energy Savings - Cost	\$ 7.67

Pounds CO2 generated per KWHr	2.095
Annual CO2 reduction	229 pounds
Annual CO2 reduction	0.104 metric tons

Total Savings per Year \$ 83.95 Energy, Relamping and replacing ballasts

Payback 6.0 years

** Replacement cost assumes 2 men with benefits, a bucket truck, insurance and a few hours to travel to and set up for work
 ~ Assumptions similar to lamp replacement plus added labor hours for additional work and added parts costs

Reference

HID Lamp Watts	Fixture Power	Typ. Lamp Life	Typ. Ballast Life~
50 MH	67	15,000	50,000
70 MH	90	12,500	50,000
100 MH	129	12,500	50,000
150 MH	185	12,500	50,000
175 MH	210	10,000	50,000
250 MH	295	15,000	50,000
50 HPS	66	24,000	50,000
70 HPS	91	24,000	50,000
100 HPS	130	24,000	50,000
150 HPS	188	24,000	50,000
200 HPS	250	24,000	50,000
250 HPS	295	24,000	50,000
50MV	74	24,000	50,000
100MV	120	24,000	50,000

~ Average life, includes typical CAPS & Igniters rated at 50,000 hrs

CO2 Generation

Fuel	Pounds per KWHr
Coal	2.095
Petroleum	1.969
Gas	1.321
Other	1.378
Average	1.341

LED Payback Sheet

(*PAPER LIGHT*)

Job Name: Lombard, IL

Inputs	HID Lamp Watts	150 HPS
"ON" Hours per Day	12	
Power Costs (\$ per KWH)	\$ 0.070	
Relamp Costs	\$ 250.00	** see note
Re-ballast Costs	\$ 350.00	*** see note
Power Generation Fuel	Coal	
LED Fixture Watts	109	(from Sternberg)
Additional LED Fixture Cost	\$ 500.00	each

Ballast	Ballast Life	50,000
Years to Re-Ballast	11.4	
Annualized Re-ballast cost	\$ 30.66	

Lamp	Lamp Life	24,000
Years to Relamp	5.5	
Annualized Relamp cost	\$ 45.63	

Energy	HID Fixture Watts	188
Yearly Energy Savings - KWHr	346.0	
Yearly Energy Savings - Cost	\$ 24.22	

Emissions	Pounds CO2 generated per KWHr	2.095
Annual CO2 reduction	725	pounds
Annual CO2 reduction	0.329	metric tons

Total Savings per Year \$ **100.51** Energy, Relamping and replacing ballasts

Payback **5.0** years

** Replacement cost assumes 2 men with benefits, a bucket truck, insurance and a few hours to travel to and set up for work
 *** Assumptions similar to lamp replacement plus added labor hours for additional work and added parts costs

Reference

HID Lamp Watts	Fixture Power	Typ. Lamp Life	Typ. Ballast Life
50 MH	67	15,000	50,000
70 MH	90	12,500	50,000
100 MH	129	12,500	50,000
150 MH	185	12,500	50,000
175 MH	210	10,000	50,000
250 MH	295	15,000	50,000
50 HPS	66	24,000	50,000
70 HPS	91	24,000	50,000
100 HPS	130	24,000	50,000
150 HPS	188	24,000	50,000
200 HPS	250	24,000	50,000
250 HPS	295	24,000	50,000
50MV	74	24,000	50,000
100MV	120	24,000	50,000

~ Average life, includes typical CAPS & Igniters rated at 50,000 hrs

CO2 Generation

Fuel	Pounds per KWHr
Coal	2.095
Petroleum	1.969
Gas	1.321
Other	1.378
Average	1.341



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER M-08-05 B

This agreement is made this 6th day of May 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Gaffney's Preventative Maintenance 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:

Main Street Lighting Project – Phase II - consists of installing light pole foundations, light poles, unit duct, galvanized steel conduits, lighting controllers, sidewalk removal and replacement, sign relocation and restoration and other incidental and miscellaneous items of work in accordance with the Plans, Standard Specifications, and these Special Provisions. This project is along Main Street from Grove Street to LeMoyné Avenue and the length of the project is approximately 6,150 feet (1.16 miles). All of the above as well as other project details are further described in the contract documents for the said work prepared for the Village of Lombard by Civiltech Engineering, Inc.

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 M-08-05 B for Main Street Lighting Project – Phase II, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number M-08-05 B - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: April 01, 2010
 - c. Addendum Dated: March 25, 2010
 - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - e. 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 within 25 working days from the date of the Notice to Proceed (25 working days to substantial completion with 5 working days for punch list work). 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 6th day of May 2010.

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

Print Company Name

Individual or Partnership _____ Corporation _____

Accepted this _____ day of _____, 2010.

By _____ Position/Title

By _____ Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2010.

William J. Mueller, Village President

Attest:

Brigitte O'Brien, 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 May 6, 2010, for the construction of the work designated:

Main Street Lighting Project – Phase II

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 ____ day of _____, 2010.

VILLAGE OF LOMBARD

BY: _____
Village President

ATTEST: _____
Village Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this ____ day of _____, 2010.

PRINCIPAL:

BY: _____

ATTEST: _____

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)

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)

Main Street Lighting Project – Phase II 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.

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Lombard.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2010.

Notary Public