

**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 : January 18, 2019 Agenda Date: February 7, 2019  
TITLE : 2019 Traffic Signal Modernization Program  
SUBMITTED BY: David Gorman, PE, Assistant Director of Public Works *DRY*

**RESULTS:**

Date Bids Were Published February 8, 2018 Bidding Closed March 13, 2018  
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Were Any Bids Withdrawn        Yes X No  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: Proposed quantity would produce anticipated higher bid prices than bid waiver.  
Award Recommended to Lowest X Yes        No  
Responsible Bidder?  
If no, explain:

**FISCAL IMPACT:**

Project Budget \$120,000.00  
Amount of Award \$82,981.78  
Account: Capital Project Fund 410.710.725.75410

**BACKGROUND/RECOMMENDATION:**

CIP project that improves eight intersections including LED traffic signal heads, pedestrian push buttons, pedestrian countdown timers, and battery backup systems using a bid waiver contract based on a joint bid contract with DuPage County and the January 2019 Chicago Construction Cost Index (2.9%). Village staff compared proposed unit prices to a prior Village bid, and the proposed 2019 prices are lower than the previous Village bid.

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



**To:** Scott Niehaus, Village Manager  
**From:** David Gorman, PE, Assistant Director of Public Works *DRG*  
**Through:** Carl Goldsmith, Director of Public Works *cg*  
**Date:** January 18, 2019  
**Subject:** 2019 Traffic Signal Modernization Program– Construction Contract

To address deficiencies in the Village traffic signal network, the current Capital Improvement Program has a Traffic Signal Modernization Program that began in 2016 through 2020. It will repair and upgrade twenty-four intersections with battery backup systems, LED signal heads, pedestrian push buttons, and pedestrian countdown timers. In addition, the program will create a more resilient signal network, save energy costs to the Village through energy efficient LED technologies, and promote a triple bottom line project approach. The 2019 program will complete or upgrade eight intersections primarily along Finley Road and Highland Avenue.

Instead of a standard Village bid project, Village staff collaborated with DuPage County (County) in 2018 to produce a joint bid for that project. This approach produced greater material quantities with lower bid prices. Since the 2018 project was advertised through the County, that Village contract used a publically bid procedure. A similar joint bid opportunity is not occurring in 2019, so the Village approached the 2018 lowest bid contractor (Meade Electric), and they agreed to the 2018 unit prices with the January 2019 Chicago Construction Cost Index (2.9% increase). Village staff compared applicable unit prices to the 2016 Village bid, and the proposed 2019 prices are lower than the previous Village bid per the below results.

Pay Item (Each)	2018 Joint Bid Amount	2019 Proposed Bid Waiver Amount	2016 Village Bid Amount
PEDESTRIAN PUSHBUTTON	\$396.66	\$408.16	\$524.60
PEDESTRIAN HEAD, LED, 1 FACE, COUNTDOWN	\$407.16	\$418.97	\$471.80
SIGNAL HEAD, LED, 1-FACE, 3-SECTION, MAST ARM	\$459.66	\$472.99	\$568.00
SIGNAL HEAD, LED, 1-FACE, 3-SECTION, BRACKET	\$375.66	\$386.55	\$436.70
SIGNAL HEAD, LED, 1-FACE, 5-SECTION, MAST ARM	\$643.41	\$662.07	\$774.80
SIGNAL HEAD, LED, 1-FACE, 5-SECTION, BRACKET	\$548.91	\$564.83	\$566.30
TRAFFIC SIGNAL BACKPLATE	\$134.16	\$138.05	\$135.50

Work will be performed and completed within 55 working days from the date of issuing the Notice to Proceed. Payments to the Contractor will be based on the actual work performed at the awarded contract unit prices. The Engineering Division recommends awarding this bid waiver contract to Meade, Inc., in the amount of \$82,981.78, that is under project estimate and project budget.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on February 7, 2019. If approved, please return the executed copies of the contract and bond to PW Engineering for further processing.

## VILLAGE OF LOMBARD

### CONTRACT DOCUMENT NUMBER ST-15-06-19

This agreement is made this 7<sup>th</sup> day of February, 2019, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Meade, 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:

Complete and upgrade eight intersections to LED signal heads, pedestrian push buttons, pedestrian countdown timers, and battery backup systems.

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 18-TSUPG-03-GM for DuPage County Division of Transportation, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Provisions
    - iv) Special Provisions
    - v) Standard Drawings
    - vi) Traffic Signal Special Provisions
    - vii) Addendums 1 and 2
  - b. The Contractor's Bid Proposal Dated: March 13, 2018
  - c. The Contractor's Agreement Letter Dated: January 18, 2019
  - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
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. 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.

Exhibit A

- 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 7<sup>th</sup> day of February, 2019.

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 \_\_\_\_\_, 2019.

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7<sup>th</sup> day of February, 2019.

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

Attest:

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

Exhibit A

**VILLAGE OF LOMBARD**

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Meade, Inc., 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 February 7, 2019, for the construction of the work designated:

2019 Traffic Signal Modernization Program

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.

## Exhibit A

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.

Exhibit A

APPROVED this 7<sup>th</sup> day of February, 2019.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_ day of \_\_\_\_\_, 2019.

VILLAGE OF LOMBARD

PRINCIPAL:

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

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

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

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)

2019 Traffic Signal Modernization Program 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 \_\_\_\_\_, 2019.

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





**VILLAGE OF LOMBARD**

255 E. Wilson Ave.  
Lombard, Illinois 60148-3926  
(630) 620-5700 Fax (630) 620-8222  
www.villageoflombard.org

January 18, 2019

Mr. Bryan Knutson  
Meade, Inc.  
9550 W. 55th Street, Suite A  
McCook, IL 60525

**Village President**  
Keith T. Giagnorio

**Village Clerk**  
Sharon Kuderna

**Trustees**  
Dan Whittington, Dist. 1  
Michael A. Fugiel, Dist. 2  
Reid Foltyniewicz, Dist. 3  
Bill T. Johnston, Dist. 4  
Robyn Pike, Dist. 5  
William "Bill" Ware, Dist. 6

**Village Manager**  
Scott R. Niehaus

RE: 2019 Signal Modernization Program

Dear Mr. Knutson,

The Village of Lombard's current annual Traffic Signal Modernization Program will continue in 2019, and the Village considered bidding this contract. However, the Village has valued the commitment and excellent service that Meade Electric has provided the Village over the past few years. The Village would consider waiving the open bid process and extending the 2019 program to Meade Electric under the same terms, conditions, and unit pricing as specified in your 2018 program bid proposal awarded on April 19, 2018. Meade Electric would be permitted the January 2019 Chicago Construction Cost Index of 2.9% for material cost increases.

Should you agree with this contract, please sign and seal your acceptance on this contract and letter and return one (1) original document for Village records. Please ensure that the Village has your updated insurance, bond, and certification documents for the above dates.

Accepted this \_\_\_ day of \_\_\_\_\_, 2019  
Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

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

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

Meade, Inc.  
Company

If you have any questions, please contact me at (630) 620-5740.

Regards,

Matthew Lew, PE, LEED Green Assoc.  
Civil Engineer

*"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."*

*"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."*