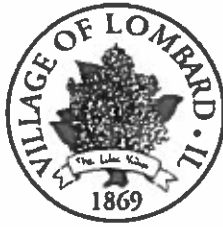


For Inclusion on Board Agenda
Bids and Proposals

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: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *of*
From: David Gorman, P.E., Assistant Director of Public Works *DR*
Date: September 30, 2016
Subject: TIF District Lighting Improvements

The purpose of the TIF District Lighting Improvements project is to improve the reliability of the Central Business District (CBD) lighting system. The scope of work is primarily comprised of the removal and replacement of street lighting cabling within a portion of the TIF District of the CBD. The limits of the project are listed below:

- Main Street (St. Charles Road to Grove Street)
- Park Avenue (St. Charles Road to Michael McGuire Drive)
- St. Charles Road (Elizabeth Street to Garfield Street)

The scope also includes rodding and cleaning the existing conduit and minor enhancements/modifications to the three lighting controllers listed below:

- East St. Charles Road (Fire Station #1)
- Park & Michael McGuire Drive
- Lincoln Avenue (Splash Park)

For the project to be ready for downtown events to be held in the spring and summer of 2017, it was decided to expedite the design, competitive bidding and construction process. To accomplish this objective, Public Works received authorization to waive the formal competitive bidding process and instead send out proposals to four electricians who have had a good working relationship with Village. The rationale behind this course of action was not only to minimize the cost of preparing a fully developed set of plans and specifications but to assure that a contractor who is known to be competent, cooperative and principled working within the CBD. A secondary benefit is that potential field uncertainties can be dealt with efficiently and economically.

The project was bid with two alternatives. Alternate A is the removal and reinstalling of the wire and splicing the wire to an IDOT standard. Alternate B is the same but with a mechanical connection verses the IDOT splice standard. The base bid includes cleaning and rodding the conduit, traffic control and working on the three lighting controllers. Bid results are listed below:

Company	Base Bid	Alternate A	Alternate B	Base + A	Base + B
Thorne Electric	\$30,831.26	\$160,391.49	\$171,7667.99	\$191,222.75	\$202,499.25
Homestead	\$17,300.00	\$210,000.00	\$233,000.00	\$227,300.00	\$250,300.00
Utility Dynamics	\$43,070.00	\$240,000.00	\$240,000.00	\$263,070.00	#263,070.00
Engineer's Estimate	\$38,500.00	\$161,500.00	\$175,000.00	\$200,000.00	\$213,500.00

Public Works-Engineering recommends award of this contract in the amount of \$202,499.25 (Base Bid with Alternate B) to Thorne Electric of Wheaton Illinois as the lowest responsible and responsive bidder.

File: ST 17-07

VILLAGE OF LOMBARD
CONTRACT
CONTRACT DOCUMENT NUMBER ST 17-07

This agreement is made this 6th day of October, 2016, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Thorne 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:

Removal and replacement of cable, modification/repairs to three lighting controller, cleaning and rodding of conduit and traffic control all as further described within the specifications as prepared by the Village of Lombard.

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 17-07 for TIF District Lighting Improvements, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Invited Contractors
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. Addendum #1 dated September 23, 2016
 - c. Addendum #2 dated September 26, 2016
 - d. The Contractor's Bid Proposal Dated: September 29, 2016
 - e. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - f. 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 substantially complete work under this contract by December 30, 2016 and have the work fully accepted by no later than January 20, 2017. 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 October 2016.

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

Thorne Electric Inc.

Individual or Partnership _____ Corporation _____

Accepted this _____ day of _____, 2016.

By _____

Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 6th day of October, 2016.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Thorne Electric 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 October 6, 2016, for the construction of the work designated:

TIF DISTRICT LIGHTING IMPROVEMENTS

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 6th day of
October, 2016.

VILLAGE OF LOMBARD

BY: _____
Keith Giagnorio, Village President

ATTEST:

Sharon Kuderna, Village Clerk

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
____ day of _____, 2016.

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)

Thorne Electric Inc., having submitted a proposal for:

TIF DISTRICT LIGHTING IMPROVEMENTS 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 _____, 2016.

Notary Public