



Memorandum

To: Mark Gaffino, Village President and Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: May 5, 2021

Re: Award of a Contract Orchard Gateway Streetlight & Pole Replacement Project

At the February 22, 2021 Committee of the Whole meeting, staff presented options for potential replacement of steel poles on Hansen Boulevard and Orchard Gateway. After discussion with the Committee and further evaluation of the poles on Hansen, staff has formulated recommendations for the street lighting on both streets.

On Hansen Boulevard, staff took a closer look at the 16 poles and determined that there is still life left in the poles. The recommendation is to simply remove and replace the existing lights with new LED lights and leave the poles in place. In the next 7-10 years these poles would then be evaluated for replacement.

The 43 steel street light poles on Orchard Gateway are in disrepair and need to be replaced. They are approximately 18 years old, the paint on the poles is flaking off, and the exposed steel is rusting. One of these poles has even blown over during severe weather conditions creating a hazard in the roadway. The poles are located close to the roadway where they are exposed to road salt in the winter, which accelerates corrosion of steel poles. At the February 22, 2021 Committee of the Whole meeting, staff was requested to seek pricing for two options; both the aluminum and concrete poles. Five bids were received on May 5, 2021 and the results are displayed in the table below.

	Utility Dynamics Corp. 23 Commerce Drive Oswego, IL 60543	Virgil Cook & Son, Inc. 119 N. 8th Street PO Box 805 DeKalb, IL 60115	H&H Electric 2830 Commerce St. Franklin Park, IL 60131	Electric Conduit Construction 816 Hicks Drive Elburn, IL 60119	Thorne Electric Pox Box 321 Wheaton, IL 60187
Total Bid Price Aluminum Poles	\$149,230.00	\$162,045.00	\$177,159.30	\$177,260.85	\$186,811.94
Total Bid Price Concrete Poles	\$189,094.00	\$234,490.00	\$240,411.20	\$235,619.51	\$244,173.13

The pictures below illustrate both aluminum and concrete poles. Concrete poles are typically used in residential areas along local streets while the aluminum poles are more prevalent in commercial and industrial areas along collector and arterial streets. The staff recommendation is to select the aluminum poles. This would be the lower cost option for the Village and would present a uniform appearance with the existing aluminum poles on Orchard Gateway and maintain a consistent theme throughout town. There is sufficient funding in the Motor Fuel Tax fund to complete this project. Therefore, staff is recommending the award of the project to Utility Dynamics is the amount of \$149,230.00.



Aluminum Pole



Concrete Pole

2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. If there is any conflict within contract documents the bid specifications shall govern.

5. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

6. The Contractor shall supply a payment and performance bond and surety in form acceptable to the Village before performing the Services.

7. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against and claims or liabilities arising from a failure to comply.

8. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

9. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

10. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

11. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

12. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of North Aurora

By: Mark Gaffino, Village President

Utility Dynamics Corporation

Signature

Printed Name, Title