

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 15, 2009 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: Prentiss Creek Area Hybrid Street Lights (SL-002)	✓ Resolution Ordinance Motion Discussion Only	Nan R. Newlon, P.E. Director of Public Works

SYNOPSIS

A resolution has been prepared to approve the purchase of 25 hybrid wind and solar powered LED streetlights from King Luminaire Inc. of Jefferson, Ohio, in the amount of \$270,000.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals identified *Exceptional Municipal Organization* with the supporting objective of *Being "Green" Mindful in Village Operations*.

FISCAL IMPACT

The FY09 budget includes an out-year allocation of \$300,000 in Capital Projects Fund for the purchase and installation of street lights in the Prentiss Creek subdivision. During discussions about the Plan, this project was identified as a likely grant recipient and it was decided that if the Village were successful in obtaining grant funding it would be advanced.

The project cost includes purchasing the streetlights as well as contracting for their installation. The cost to purchase the street lights is \$270,000. The installation of these lights will be bid separately and the cost is estimated to be \$40,000, bringing the estimated total project cost to \$310,000. The Village has been awarded a grant from the DuPage Community Development Block Grant Program in the amount of \$150,000 towards this project. As a result, the total cost for the Village for this project is estimated to be \$160,000. For comparison, the cost of the same number of traditional streetlights would be approximately \$200,000 to \$250,000.

UPDATE & RECOMMENDATION

This item was discussed at the September 8, 2009 workshop. During the workshop, a resident voiced concern about the cost of the proposed hybrid streetlights. Staff has completed a cost analysis report comparing the proposed hybrid streetlights with conventional 150 watt high pressure sodium streetlamps. The comparison found that over a thirty year period, the installation and maintenance costs for the hybrid lights when the grant is applied are \$11,176 less per light than conventional models. As a result, the thirty year savings for the proposed hybrid light system is forecasted to be \$279,400. The report is summarized in the table on the following page:

Summary of Costs	Regular 150 Watt	
	High Pressure Sodium	Hybrid 75 Watt LED System
Cost of Pole	4,800	10,800
Cost of Wiring & Controller	3,200	0
Cost of Installation	1,500	1,500
Line Maintenance for 30 years	2,500	0
Electricity Costs for 30 years	4,246	0
Relamping Costs	990	0
Ballast Replacement Costs	1,050	0
Battery Replacement	0	400
CDBG Grant per pole*	0	-5,590
Total Cost for 30 years per pole	18,286	7,110
Total Cost for 30 years	\$ 457,150	\$ 177,750

In addition, the Village Council asked for a list of nearby communities that have installed the proposed hybrid lights so that they can be viewed. Staff was unable to locate any nearby communities that have installed the proposed lights, however, photographs of the proposed hybrid streetlights have been attached for your information.

BACKGROUND

On September 16th, 2008 a public hearing was held to consider the application of three CBDG applications, including the Prentiss Creek Street lights, and following the public hearing the Village Council authorized the submission of the grant applications. A resolution was approved on April 21, 2009 which authorized execution of an agreement with DuPage County in accordance with the grant requirements.

Following approval of the grant, staff worked with residents in the Prentiss Creek neighborhood to determine what type of lighting system would best meet the neighborhood's lighting needs. Following an extensive review of both solar and hybrid technologies, the residents and staff agreed the hybrid technology was the preferred lighting system.

The materials for the hybrid street lights were competitively bid on July 23, 2009 and resulted in only one company capable of meeting the bid specifications. Under the conditions listed in the agreement for the Dupage Community Development Block Grant, there had to be a minimum of two bidders, otherwise it is necessary to secure procurement by a noncompetitive proposal. The Village submitted the required documentation to Dupage County to secure procurement through a noncompetitive bid process and was approved to use King Luminare as a sole source vendor on August 18, 2009. The Village requested a best price proposal from King Luminare and received the following:

Vendor		Bid Price
July 23, 2009 Bid	King Luminare Inc., Jefferson, OH	\$309,500.00
August 21, 2009 non-competitive proposal	King Luminare Inc., Jefferson, OH	\$270,000.00

The new lighting in the subdivision will have a positive impact on reducing operating costs as well as providing enhancements to a neighborhood that otherwise had no street lighting. The new hybrid street lights will also have environmental benefits. The installation of these lights will be a separate contract that will be bid later. Installation is anticipated late this fall.

ATTACHMENTS
Photographs
Resolution
Contract



VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** September 15, 2009
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND KING LUMINAIRE CO., INC.", as presented.

SUMMARY OF ITEM:

Adoption of the attached resolution will authorize execution of an agreement between the Village and King Luminaire Co., Inc. for twenty-five (25) hybrid wind and solar powered LED streetlights in the Prentiss Creek area.

RECORD OF ACTION TAKEN:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND KING LUMINAIRE CO., INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and King Luminaire Co., Inc. (the “Contractor ”), for twenty-five (25) hybrid wind and solar powered LED streetlights in the Prentiss Creek area , as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

CONTRACT FOR PURCHASE OF HYBRID STREET LIGHTS

This Agreement is made this 31 day of August, 2009 by and between King Luminaire Company, Inc("Contractor") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Contractor to provide green hybrid street lights for Prentiss Creek; and

WHEREAS, the Contractor is willing to provide these streetlights for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. SCOPE OF SERVICES

See attached letter dated August 21, 2009 which details the scope of this agreement and which is attached hereto and herein incorporated as Exhibit A

2. COMPENSATION

Attached hereto and herein incorporated as Exhibit A. The total cost of this contract shall not exceed \$270,000.00.

3. TAX EXEMPTION

The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification number will also be provided to the selected Contractor.

4. VILLAGE ORDINANCES

The successful Contractor, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

5. USE OF VILLAGE'S NAME

Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

6. INSPECTION

The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

7. DELIVERIES

All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

8. SPECIAL HANDLING

Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

9. NONDISCRIMINATION

Contractor shall, as a party to a public contract:

Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

10. SEXUAL HARASSMENT POLICY

The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

Notes the illegality of sexual harassment;

Sets forth the State law definition of sexual harassment;

Describes sexual harassment utilizing examples;

Describes the Contractor's internal complaint process including penalties;

Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

Describes the protection against retaliation afforded under the Illinois Human Rights Act.

11. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it

awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

12. DRUG FREE WORK PLACE

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Establishing a drug free awareness program to inform employee's about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

Providing a copy of the statement required by subparagraph 11.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 11.1 above from an employee or otherwise receiving actual notice of such conviction.

Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

13. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

14. PREVAILING WAGE ACT

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Contractor's Certification.

Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

15. PATRIOT ACT COMPLIANCE

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 11824) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

16. INSURANCE REQUIREMENTS

Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$2,000,000	Annual Aggregate

Village of Downers Grove

Umbrella Liability \$ 5,000,000

Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

Workers Compensation coverage shall include a waiver of subrogation against the Village.

Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors

and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

17. INDEMNITY AND HOLD HARMLESS AGREEMENT

17.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

17.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

18. SUBLETTING OF CONTRACT

No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of the contract.

19. TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, for any reason.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days` written notice to the Awarded Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the

Village to the Contractor.

20. BILLING AND PAYMENT PROCEDURES

Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

As this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

21. COMPLIANCE WITH OSHA STANDARDS

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

22. CERCLA INDEMNIFICATION

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

23. COPYRIGHT or PATENT INFRINGEMENT

The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim,

or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

24. CAMPAIGN DISCLOSURE

Any contractor, proposer, Contractor or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Contractor/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

25. GUARANTEE PERIOD

The Contractor shall provide a guarantee in writing covering a minimum period of one (1) year after approval and acceptance of the work. The Guarantee shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantees are required, they will be noted in the Special Provisions for this project.

26. SUCCESSORS AND ASSIGNS

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-Contractors.

27. WAIVER AND BREACH OF CONTRACT

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

28. CHANGE ORDERS

The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original subcontract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

29. SEVERABILITY OF INVALID PROVISIONS

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

30. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

31. NOTICE

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Contractor as designated on the Contract Form.

32. AMENDMENT

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

33. LOBBYING ACTIVITY CERTIFICATION

Because this contract is funded in whole or in part by a Community Development Block Grant , Contractor is required to complete the attached certification regarding lobbying activities.

CONTRACT FORM

CONTRACTOR:

King Luminaire Co Inc
Company Name

August 31, 2009
Date

1153 STATE Route 46N
Street Address of Company

mdschwenger@kingluminaire.com
E-mail Address

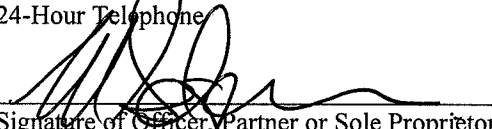
JEFFERSON, OHIO, 44047
City, State, Zip

Mike Schwenger
Contact Name (Print)

(440) 576 9073
Business Phone

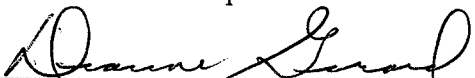
same
24-Hour Telephone

(440) 576 9348
Business Fax


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Mike Schwenger-GM
Print Name & Title


Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 56 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

CONTRACTOR'S CERTIFICATION (page 1 of 3)

With regard to Prentiss Creek Lights, Contractor KING Luminaire Co Inc
(Name of Project) (Name of Contractor)

hereby certifies the following:

1. Contractor is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Contractor certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Contractor certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Contractor certifies that Contractor and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Contractor, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Contractor certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Contractor further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Contractor is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Contractor further certifies that if it owes any tax payment(s) to the Department of Revenue, Contractor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Contractor is in compliance with the agreement.

CONTRACTOR'S CERTIFICATION (page 2 of 3)

BY: _____
Contractor's Authorized Agent

34-1412810

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 31 day of August, 2009.

Valma Dianne Girard
Notary Public

VALMA DIANNE GIRARD, Notary Public,
Regional Municipality of Halton, limited to
the attestation of instruments and the taking
of affidavits, for Stress Crete Limited and
its subsidiaries and associated companies.
Expires April 19, 2011.

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Contractor is a corporation organized and existing under the laws of the State of Ohio,
which operates under the Legal name of King Luminaire Company Inc, and the
full names of its Officers are as follows:

President: GREG BUTTON

Secretary: Dianne GIRARD

Treasurer: Dianne GIRARD

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach
hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation
which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

CONTRACTOR'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? _____

INSURER'S NAME: _____

AGENT: _____

Street Address: _____

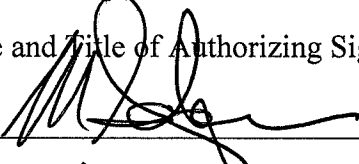
City, State, Zip Code: _____

Telephone Number: _____

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: KING Luminaire Company Inc.

Print Name and Title of Authorizing Signature: Mike Schwenger

Signature: 

Date: August 31, 2009

Address: 1153 State Route 46N, Jefferson, OHIO 44047

Contact Name: Jim FULTZ Phone #: (440) 576 9073

Name of Project: Paentiss Creek Lighting

Contract Value: \$ 270,000 Date of Completion: Oct 31, 2009



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: King Luminaire Company Inc
ADDRESS: 1153 State Route 46N
CITY: JEFFERSON
STATE: OHIO
ZIP: 44047
PHONE: (440) 576-9073 FAX: (440) 576-9348
TAX ID #(TIN): 34-1412810

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company -Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: [Handwritten Signature] DATE: August 31/2009

Apprenticeship and Training Certification

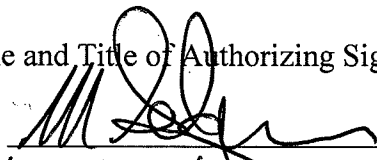
(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Contractor: King Luminare Co Inc

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Contractor certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Contractor will perform with its own forces. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Contractor shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Contractor is a participant and that will be performed with the Contractor's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Contractor is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

Print Name and Title of Authorizing Signature: Mike Schwenger

Signature: 

Date: August 31/2009

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Contractor certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this certification.

Company Name: King Luminaire Company Inc

Address: 1153 State Route 46 N

City: JEFFERSON Zip Code: 44047

Telephone: (440) 576 9073 Fax Number: (440) 576 9348

E-mail Address: mdschwenger@kingluminaire.com

Authorized Company Signature: 

Print Signature Name: Mike Schwenger Title of Official: General Manager

Date: August 31, 2009

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, Contractor or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

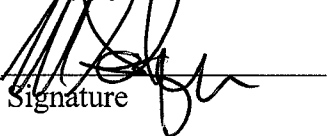
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Contractor/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Contractor/vendor has not contributed to any elected Village position within the last five (5) years


Signature

Mike Schwenger
Print Name

Contractor/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Lobbying Activity Certification

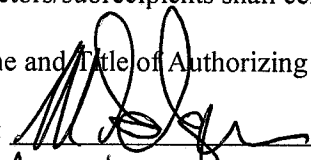
By submitting this offer and signing this certificate, the Contractor certifies to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid by Contractor or will be paid by Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant loan, or cooperative agreement, the Contractor recognizes that it is required to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

C. Contractor understands that the language of this certification must be included in any subcontracts and that any subcontractors/subrecipients shall certify and disclose accordingly.

Print Name and Title of Authorizing Signature: Mike Schwemmer - GM.

Signature: 

Date: August 31, 2009

BID SUBMITTAL CHECKLIST

Each Contractor's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1. Instructions to Contractors read and understood. Any questions must be asked according to the instructions.
2. Cover sheet filled-in
3. Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. Bid Bond or cashier's check enclosed with bid package.
5. Schedule of Prices completed. Check your math!
6. Contractor Certifications signed and sealed.
7. Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. Municipal Reference List completed.
10. Vendor request form W-9 completed.
11. Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.



KING LUMINAIRE COMPANY, INC.

August 21st, 2009

Kevin Bobikiewicz
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Dear Mr. Bobikiewicz,

Thank you for the opportunity to provide The Village a quote for our products for the Prentiss Creek Street light project.

The **WIND & SOLAR POWERED LED HYBRID STREETLIGHT POLE** is a unique stand-alone off-grid street light that produces electricity from the wind and the sun to power a super-bright LED street light all night long!

The all-in-one design that we designed and developed is an environmentally friendly alternative to traditional street lighting systems. This product is unique to the market since it is the only hybrid wind and solar street light pole that uses the GUS Vertical Axis Wind Turbine (VAWT) in combination with solar photovoltaic panels on an articulating mount that can be positioned to optimize the exposure to the sun. All of the generated power is stored in batteries located in the base of the pole. The lighting is a high-efficiency LED streetlight that is as bright and intense as a traditional sodium vapor bulb but consumes a fraction of the power. No underground wires or services are required so this off-grid streetlight is fast and easy to install.

Benefits of the hybrid solar and wind streetlight:

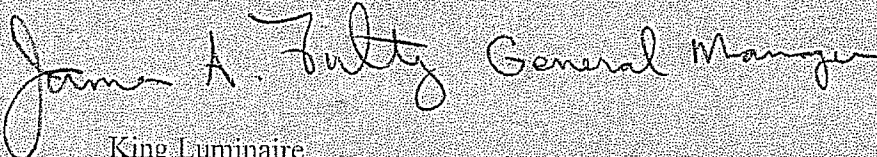
- Completely silent – no sound from the VAWT (nor the solar panels)
- Saves hundreds of dollars in electricity costs annually
- Installation is simple: direct burial spun concrete pole, no base, no trenching
- LED bulb throws the same amount of light on the street as sodium vapor lights at 1/10th the power consumption
- AGM sealed solar batteries in the base store enough power to light the LED bulb if there has been no wind or sun to recharge the batteries for 2 to 3 days
- Photosensitive switch turns on the LED light at dusk and off at dawn
- Works in all weather conditions – no worries about the rain, snow or ice
- Environmentally and wildlife friendly since birds and bats perceive the VAWT as a solid object
- Aesthetic and modern design

KING LUMINAIRE
COMPANY INC

The installation and use of this unique "green" streetlight is ideal for the Village of Downers Grove since it provides the appropriate amount of light for the residents for the special price quoted.

This project will be one of our first installations of multiple hybrid street light poles and we expect it to be a high-profile showcase for the practical use of alternative energy. We believe that the Village of Downers Grove will be recognized for its forward thinking and effective use of the available funds and that this project will become an example for other similar developments. For this reason, we have proposed this special price that will be honored for any units purchased within 2009. We hope that Downers Grove will allow us to participate in media events and publicity that may be gleaned from this project in order to promote and increase awareness of this unique product -- that will ultimately lead to sales and the wide-spread use of these practical environmentally friendly and carbon-foot print reducing street lights.

Sincerely,

 General Manager
King Luminaire

DETAIL SPECIFICATIONS for the WIND & SOLAR POWERED LED HYBRID STREETLIGHT POLE

A. Intent:

The work to be completed under this contract involves the supply of twenty five (25) Wind and solar powered LED hybrid streetlight poles. These streetlight poles are assembled with the use of several components specified herein. The bid for the Wind and solar powered hybrid streetlight pole shall use the specified products or equivalent as well as all cables and connectors necessary for a complete system ready to operate once assembled. The installation and assembly of the components that are included in the Hybrid streetlight system will be bid separately. The undersigned (Contractor) agrees to furnish to the Village of Downers Grove, an Illinois municipal corporation, here in after referred to as the Village. street lights conforming to the specifications attached here to, with such exceptions or Village of Downers Grove 20 modifications, as are here with set forth, and in accordance with the terms and conditions set forth here in.

B. Samples:

Evidence in the form of samples may be requested (when required) if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the Village unless otherwise stated in the bid documents. If samples should be requested, such samples must be received by the Village no later than ten (10) days after formal request is made. When required, the Village may request full demonstrations of any item(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of any expense to the Village, and if not used in testing or destroyed, will upon request, within thirty (30) days of receipt by the Village be returned at the Contractor s expense. Should it be required that the Village personnel travel outside the Village of Downers Grove to inspect product(s) or equipment, all expenses covering such travel shall be at the expense of the Contractor.

C. Quantities:

Whenever a bid is sought seeking a source or supply for items or services, the quantities shall be construed as estimates, unless otherwise stated. The Village reserves the right to increase or decrease quantities stipulated depending on availability and quantities required. The Village shall be obligated to pay for only such quantities as may be ordered and accepted.

D. Materials to be Furnished:

All necessary wiring, connectors and photocell for a complete assembly of the pole and components shall are included in this proposal. We are proposing to furnish all the materials to the specifications listed under a single pay item.

Specifications for the Pole:

The streetlight pole shall be a 30 foot direct bury spun concrete pole with an open cavity in the base of the pole that houses a steel box large enough to install two 106 amp solar batteries, a wind and solar controllers, and an inverter all within the box contained in the base of the pole. The box shall be a minimum of 48" high. The pole shall have a steel access door mounted with stainless steel screws for access to the steel cabinet holding the above mentioned components.

Stresscrete catalogue number KAH25-G-E11 c/w mounting plates or equivalent. The pole shall be an octagonal shape, E11 Eclipse Black color with an etched finish with a final acrylic coating applied. The top of the pole shall have a mounting plate that was welded to the interior frame of the concrete pole during production that can be used for mounting a vertical axis wind turbine. The pole shall have a Lifetime Warranty.

Specifications for the Streetlight Mast Arm:

Decorative 8 foot truss arm made of 2 IPS aluminum tubing. The truss arm shall have an aluminum framed tray designed to support one Sharp 175 watt solar panel. This tray shall be constructed of 2" x 2" x 1/4" IPS aluminum pipe and have pivot points on each end for 0-50 degrees. The entire tray shall be mounted to the arm by a 0-90 degree pivoting joint. The arm shall be powder coated: semi-gloss textured black. Truss arm shall be mounted to the spun concrete pole by stainless steel bolts extending all the way through the concrete pole with a backing plate. King Luminare catalogue number KA85 Brooklyn arm or equivalent. The arm shall have a 3 year warranty.

Specifications for the LED Fixture:

57 watt LED weatherproof street light fixture with a type III distribution. Input voltage of 24VDC. Shall consist of 63 Cree XPE HO White LED Emitters. Lumen depreciation of 70,000hrs @ 25c Ambient. Ingress rating of IP66. King Luminare catalogue number: K902-57-LED-A-III-120(E) or equivalent. Entire light fixture shall carry a minimum of a 5 year warranty.

Specifications for the Solar Panels:

The solar panel measures 62.01" X 32.52" X 1.8". Rated power: 175 watt. Maximum power voltage: 17.4 volts. Maximum power current: 4.95 amps. The high efficiency solar cells shall be encapsulated between tempered low- iron solar glass and tedlar/polyester backing material. The mounting frames shall be manufactured from anodized marine grade aluminum for installation in extreme conditions. A conduit ready junction box shall be installed on the underside of the solar panel. Panel shall be for a 12 volt battery system. Panel model number: Sharp SH-175 or equivalent. Panel shall have a minimum of a 25 year warranty.

Specifications for the GUS Vertical Axis Wind Turbine:

Vertical axis wind turbine with single-helix blade design. Wind charge controller shall be included and matched with the turbine specified. The powder coated gray turbine genset should be 11.5 high X 8.5 wide. The fiberglass blades shall be painted black with a two part epoxy paint. The blades attached to the top of the genset shall be 40.5" high, with a diameter of approx. 27.5" at the part of the blade closest to the genset, and gradually taper upwards toward the top of the fiberglass blades. Turbine shall be stable and completely silent. Turbine shall cut in at a speed of 3+ mph. Turbine shall be rated for winds up to 87+ mph. Turbine shall be bird, bat, and environmentally friendly. Turbine is designed to withstand all weather conditions: frost, snow, sand, and humidity. GUS Power Inc. model number GUS 1B-D or equivalent. Turbine shall be maintenance free and carry a minimum of a 5 year manufacturer s warranty.

Specifications for the Solar Controller:

Solar controller with Trakstar technology for maximum power point tracking, (MPPT) battery charger for off grid photovoltaic systems. The controller shall track algorithm to maximize the energy harvest from the photovoltaic panels and also provide load control to prevent over discharge of the batteries. The controller shall be epoxy encapsulated for environmental protection. Controller shall have adjustable settings, and a peak efficiency of over 97%. Controller shall have a 4 stage charging process to increase battery life. Controller shall record key operating parameters of the PV system and include 30 days of data logging. Nominal battery voltage 12 or 24 volts. Max battery current 15 amps. Battery voltage range: 7-36 volts. #6 AWG power terminal. Morningstar Corporation model number: SunSaver MPPT or equivalent. Solar controller shall have a minimum of a 5 year warranty.

Specifications for the Solar Photovoltaic Batteries:

Quantity of (2)106 amp hour solar batteries. Solar photovoltaic batteries with valve Village of Downers Grove 22 regulated absorbed glass mat. Batteries shall have individual plate formation for high initial capacity and voltage matching. Batteries shall be completely sealed and have heavy duty flag type terminals. Batteries shall have a high freeze resistance and a quick recharge rate. East Penn model number 8A27 or equivalent. Batteries shall have a 1 year hassle free warranty replacement.

Specifications for the DC to DC Converter:

A DC to DC converter is used to convert the 12 volt battery power to 24 volt power for the light fixture. The converter shall be fully isolated, short circuit protected and current limited. The input voltage range should be 9~18 volts DC with and output voltage of 24.5 volts DC. Peak efficiency should be 85%. Input wire shall be #8 AWG and the out put wire shall be #12 AWG. Samlex power products model # IDC-100A-24 or equivalent. The converter shall have a minimum of a 2 year warranty.

E. Costs:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

Item	Estimated Quantity	Unit Cost	Total Cost
Wind & Solar Powered LED Hybrid Streetlight Pole	25	\$10,800.00	\$270,000.00
TOTAL BID			\$270,000.00

- * All necessary wiring, connectors and photocell for a complete assembly of the pole and components shall be included in the bid.
- ** Unless noted all bids are assumed in compliance with specifications stated herein.
- *** Bid must include Specification Sheet(s) for all items included in bid.