

ITEM MOT 2015-6207

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**5/12/2015**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Three-Year Contract for Streetlight Maintenance	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a three-year contract for Streetlight Maintenance Services to H&H Electric Co. of Franklin Park, Illinois in the amount of \$336,000.45.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The proposed streetlight maintenance contract would result in a total charge of up to \$112,000.15 for services in FY15. The FY15 Budget provides \$30,000 in the General Fund for routine streetlight maintenance services. The remaining \$82,000.15 on the contract will only be authorized in response to streetlight repairs generated by vehicle accidents reimbursable through the Village's risk management activities or for electrical work related to other projects. This amount is based on historical spending for this type of work.

**RECOMMENDATION**

Approval on the May 12, 2015 consent agenda.

**BACKGROUND**

The Village maintains 1,475 streetlights as part of 110 distinct systems throughout the community. The purpose of this contract is to use the services of a contractor to complete repairs to street light systems including; troubleshooting electrical issues or replacing faulty underground cable, repairing controller issues, in addition to repairing streetlights knocked down or damaged as a result of vehicle accidents.

A Call for Bids for streetlight maintenance services was issued and published in March in accordance with the Village's Purchasing Policy. Bidders were asked to provide prices for one year and for three years. The bids received are summarized in the following tables:

**One Year Contract Summary**

<b>Service Provider</b>	<b>Bid Price</b>
Rag's Electric Company, Inc., Lemont, Illinois	\$104,775.00
H&H Electric Co., Franklin Park, Illinois	\$112,000.15
Meade Electric Company, Inc., McCook, Illinois	\$119,070.00
Lyons Electric Company, Inc., LaGrange, Illinois	\$122,375.00

**Three Year Contract Summary**

<b>Service Provider</b>	<b>Bid Price 2015</b>	<b>Bid Price 2016</b>	<b>Bid Price 2017</b>	<b>3-Year Contract Total</b>
Rag's Electric Company, Inc., Lemont, Illinois	\$104,775.00	\$106,250.00	\$108,650.00	\$319,675.00
H&H Electric Co., Franklin Park, Illinois	\$112,000.15	\$112,000.15	\$112,000.15	\$336,000.45
Meade Electric Company, Inc., McCook, Illinois	\$119,070.00	\$122,735.00	\$128,535.00	\$370,340.00
Lyons Electric Company, Inc., LaGrange, Illinois	\$122,375.00	\$124,980.00	\$128,755.00	\$376,110.00

The recommended contract amount is based on an estimated quantity of labor, equipment and materials to be provided by the contractor for maintenance and repairs, as well as historical experience related to vehicle knockdowns.

The bid submitted by Rag's Electric Company was disqualified as non-responsive because the IDOT prequalification form was not supplied at the time of the bid opening and their references did not support the information provided with the bid response.

The lowest responsive and responsible bidder for both the one-year and three-year options is H&H Electric Co., Franklin Park, Illinois. H&H Electric completed the Village's streetlight maintenance program from 2012-14 with good results and H&H Electric meets the Village's specifications. Staff recommends a three-year contract for streetlight maintenance services with H&H Electric Co., Franklin Park, Illinois.

**ATTACHMENTS**

Contract Documents  
Contractor Evaluation Form

## CALL FOR BIDS

I Name of Company Bidding: H&H ELECTRIC CO.

II. Instructions and Specifications:

A. Bid No: CFB-0-20-2015/TT

B. For: STREET LIGHT MAINTENANCE

C. Bid Opening Date/Time: March 9, 2015, 11:00 a.m.

Public Work 5101 Walnut Ave.

Downers Grove, IL. 60515

D. Pre-Bid Conference Date/Time: N/A

III. Required of All Bidders:

A. Bid Deposit: N/A

B. Letter of Capability of Acquiring Performance Bond: NO

IV. Required of Awarded Contractor(s)

A. Performance Bond or Letter of Credit: NO

B. Certificate of Insurance: **Required**

Legal Advertisement Published: February 24, 2015

Date Issued: February 24, 2015

This document comprises 40 pages

Return original and **two duplicate copies** of Bid in a sealed envelope marked with the Bid Number as noted above to:

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> VIP Risk Solutions, Inc. 1821 Walden Office Square Suite 400 Schaumburg IL 60173		<b>CONTACT NAME:</b> Brian Hollamon <b>PHONE (A/C No. Ext):</b> (847) 303-5815 <b>E-MAIL ADDRESS:</b> brian.hollamon@viprsi.com <b>FAX (A/C No.):</b> (847) 305-2555	
<b>INSURED</b> H&H Electric Company 2830 Commerce Street Franklin Park IL 60131		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: AIG Assurance Company INSURER B: New Hampshire Insurance Co. INSURER C: Commerce & Industry Ins. Co. INSURER D: Illinois National Ins. Co. INSURER E: Travelers INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1410200023                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL2492005	11/2/2014	11/2/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY			CA5101579	11/2/2014	11/2/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BE064169488	11/2/2014	11/2/2015	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED		RETENTION \$ 10,000				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC028328227	11/2/2014	11/2/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Property/Inland Marine			QT 660-8E077872	11/2/2014	11/2/2015	Leased/Rented Equipment \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THE VILLAGE OF DOWNERS GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDED AS PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSUREDS IF REQUIRED BY WRITTEN CONTRACT ON THE G/L & AUTO POLICIES AS RE: DOWNERS GROVE STREETLIGHT MAINTENANCE. \*WAIVER OF SUBROGATION APPLIES TO WORKERS COMP. IN FAVOR OF ADD'L INSUREDS IF REQUIRED BY CONTRACT. (UMBRELLA FOLLOWS FORM)

<b>CERTIFICATE HOLDER</b>  VILLAGE OF DOWNERS GROVE 801 Burlington Ave. Downers Grove, IL 60515	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Brian Hollamon/BHOLL <i>William B. Holl</i>



**CALL FOR BIDS**

Bid No.: **CFB-0-20-2015/TT**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE BID IS DUE.**

The Village Council reserves the right to accept or reject any and all Bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Bidders MUST submit an original, and two (2) paper copies of the total Bid. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.

## **I. CALL FOR BIDS**

### **1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to **March 9, 2015, 11:00 a.m.**
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

### **2. PREPARATION OF BID**

- 2.1 It is the responsibility of the Bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Bid including

any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

- 2.5 The Bidder 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, bonds, 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.

### **3. PRE-BID CONFERENCE**

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

### **4. SUBMISSION OF BID**

- 4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.

- 4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her Bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

### **5. MODIFICATION OR WITHDRAWAL OF BID**

- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the Bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time



set for the Bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the Bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the Bid opening, unless otherwise specified.

- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

**6. REJECTION OF BIDS**

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all Bids and to waive technical errors as may be deemed best for the interest of the Village.

**7. COMPETENCY OF BIDDER**

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

**8. DISQUALIFICATION OF BIDDERS**

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
  - 8.1.2 Evidence of collusion among Bidders.
  - 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
  - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
  - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
  - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
  - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.



8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

- 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract.
- 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

**9. BASIS OF AWARD**

- 9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.
- 9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

**10. AWARD OF CONTRACT**

- 10.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required – lowest responsible bidder).

**11. RETURN OF BID DEPOSIT**

- 11.1 The bid deposit of all except the three (3) lowest responsive Bidders on each contract will be returned within fifteen (15) calendar days after the opening of Bids. The remaining bid deposits of each Bidder will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

**12. FAILURE TO ENTER INTO CONTRACT**

- 12.1 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

**13. SECURITY FOR PERFORMANCE**

- 13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of his Bid by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding

company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Bidder shall submit with the Bid either a letter executed by its surety company indicating the Bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Bidder.**

#### **14. TAX EXEMPTION**

- 14.1 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. The Village's federal identification number will also be provided to the selected vendor.

#### **15. RESERVED RIGHTS**

- 15.1 The Village reserves the right to waive irregularities and informalities, sections to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

#### **16. CATALOGS**

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

#### **17. TRADE NAMES/SUBSTITUTIONS**

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit Bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

## **II. TERMS AND CONDITIONS**

#### **18. VILLAGE ORDINANCES**

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



- 19. USE OF VILLAGE'S NAME**  
19.1 The Bidder 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.
- 20. INSPECTION**  
20.1 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 Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.
- 21. DELIVERIES**  
21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.
- 22. SPECIAL HANDLING**  
22.1 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.
- 23. COMPLIANCE WITH OSHA STANDARDS**  
23.1 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.
- 24. CERCLA INDEMNIFICATION**  
24.1 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.
- 25. BUY AMERICA**  
25.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

- 25.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

**26. CAMPAIGN DISCLOSURE**

- 26.1 Any contractor, proposer, bidder 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.
- 26.2 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.
- 26.3 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.
- 26.4 By signing the bid documents, contractor/proposer/bidder/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.

**27. BACKING PRECAUTIONS**

- 27.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

**28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS**

- 28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

**29. COPYRIGHT/PATENT INFRINGEMENT**

- 29.1 The Bidder 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 Bidder that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.



**30. INDEMNITY AND HOLD HARMLESS AGREEMENT**

30.1 To the fullest extent permitted by law, the Bidder 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 Bidder, its employees, or its subcontractors, and the Bidder 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 Bidder shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The Bidder 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 Bidder, its employees, or its subcontractors.

**31. NONDISCRIMINATION**

31.1 Bidder shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Bid, the Bidder certifies that it 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.
- (c) 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. Bidder 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, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**32. SEXUAL HARASSMENT POLICY**

32.1 The Bidder or Supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the Bidder's internal complaint process including penalties;
- 32.1.5 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

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

**33. EQUAL EMPLOYMENT OPPORTUNITY**

33.1 In the event of the Bidder'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 Bidder 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 Bidder agrees as follows:

33.2 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 disability unrelated to ability, military status, order of protection status, 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.

33.3 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.

33.4 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 disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.

33.5 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 bidder'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 bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

33.6 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.

- 33.7 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.
- 33.8 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 Bidder 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 Bidder 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.

**34. DRUG FREE WORK PLACE**

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

- 34.1 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 bidder'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.
- 34.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder'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.
- 34.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.
- 34.5 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.

- 34.6 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.
- 34.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### 35. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

- 35.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Bidder 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, Bidder 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.

### 36. **PREVAILING WAGE ACT**

- 36.1 Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Bidder 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.
- 36.2 Bidder 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 Bidder 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.
- 36.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Bidder 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.
- 36.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **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 A 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.

- 36.5 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 Bidder's Certification.
- 36.6 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.

**37. PATRIOT ACT COMPLIANCE**

37.1 The Bidder 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 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Bidder further represents and warrants to the Village that the Bidder 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Bidder 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.

**38. INSURANCE REQUIREMENTS**

38.1 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
Umbrella Liability	\$ 5,000,000	

- 38.2 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".
- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 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.
- 38.6 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 the Village of Downers Grove 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 of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 38.7 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 insurance required by the Contract Documents, the Village of Downers Grove 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 of Downers Grove, or terminate this Contract pursuant to its terms.

- 38.8 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) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the 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 of 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.
- 38.9 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 Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 38.10 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 Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### 39. SUBLETTING OF CONTRACT

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

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

### 40. TERM OF CONTRACT

- 40.1 This Contract may be extended no more than twice for subsequent annual periods (two

annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions sections.

#### **41. TERMINATION OF CONTRACT**

41.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.

41.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the 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 the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

#### **42. BILLING & PAYMENT PROCEDURES**

42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove 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.

42.2 The Village shall review in a timely manner each bill or invoice 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 requesting payment 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 the defect.

42.3 If 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.

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

**43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE**

- 43.1 The relationship between the Village and the Bidder is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

**44. STANDARD OF CARE**

- 44.1. Any services performed by Bidder under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract or in any report, opinions, and documents or otherwise.
- 44.2 If the Bidder fails to meet the foregoing standard, Bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Bidder's failure to comply with the above standard and reported to Bidder within one (1) year from the completion of Bidder's services for the Project.
- 44.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Bidder during construction or equipment installation or the furnishing of Project representatives shall not make Bidder responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contactor(s') failure to perform its work in accordance with contract documents.

**45. SUCCESSORS AND ASSIGNS**

- 45.1 The terms of this Contract 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 Contract in whole or in part without the prior written approval of the other. The Bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**46. WAIVER OF CONTRACT BREACH**

- 46.1 The waiver by one party of any breach of this Contract 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 Contract and will not be construed to be a waiver of any provision except for the particular instance.

**47. CHANGE ORDERS**

- 47.1 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.
- 47.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract 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)

**48. SEVERABILITY OF INVALID PROVISIONS**

- 48.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, 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.

**49. GOVERNING LAW**

- 49.1 This Contract 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.

**50. NOTICE**

- 50.1 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 Bidder as specified on the Contract Form.

**51. AMENDMENT**

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

**52. COOPERATION WITH FOIA COMPLIANCE**

- 52.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.



### III. DETAIL SPECIFICATIONS

#### **STREETLIGHT MAINTENANCE SERVICES**

**Intent:** The intent of this Call for Bids (CFB) is to solicit pricing from reputable contractors who are capable of providing specified streetlight maintenance services within the Village of Downers Grove (hereafter Village). This bid is open to all contractors actively engaged in supplying streetlight maintenance services as specified herein.

**Scope of Work:** Work is to be performed during a mutually agreed upon time by the Contract Administrator and the contractor. Services include repairs or replacement of the following items supplied and installed by the contractor: Various size street light poles and mast arms; HID lamps; ballasts; underground conduit and duct; underground, above ground and pole wiring; various splice kits, fuses, and connectors as required per Village specifications. All materials and procedures will follow applicable sections of the current National Electrical Code.

**General Electrical Requirements:**

The following standards shall govern the streetlight maintenance contract:

Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2015.

These Contract Documents shall take precedence and shall be added to Articles 801.05(a) and 830 of the SSRBC whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.

**Control Cabinet Specifications:**

Control Cabinets

1. The control cabinet shall be a Crouse-Hinds #46394 size 28 or approved equal.
2. The control cabinet shall be painted with Rustoleum #7738 Hunter Green paint.
3. The cabinet door must have a gasket with a flush mount, keyed lock and have the words "Street Lights" or "Lighting Controls" cast on the front of the door.
4. The bottom of the cabinet must have a mounting to accommodate a 4 ½" O.D. tubular steel post and a concrete foundation in accordance with the attached detail sheet shall support the cast iron base for the post.

Control Cabinet Equipment: The cabinet shall contain the following equipment. (See attached drawing)

1. 100 amp service.
2. 30 amp branch circuit breaker – single or double pole.
3. 15 amp control breaker.
4. 4 circuit buss bar.

5. Approved contactor with operating coil.
6. Self contained meter socket (if applicable)
7. Ground Terminal block.
8. G.E Type TLP175G secondary lighting arrestor (Single pole, Type 3 secondary lighting arrestors)
9. 12 circuit buss bar.
10. 15 amp receptacle.
11. Single pole bypass switch.

### **Decorative Light Pole Specifications:**

#### **Downtown Business District Decorative Light Poles** (see attached drawing)

1. The decorative light pole shall be a Mariner Series manufactured by Antique Street Lamps. The pole shall have an overall height of 14' 11".
2. The post shall be all aluminum construction consisting of a tapered and fluted base and a 5" 12 fluted shaft with a 3"x3" tenon for luminaries mounting. A door is located in the base for anchorage and wiring.
3. The luminaire shall be 15"x35" tall with a cast aluminum base and a clear textured acrylic globe. Luminaire shall be furnished with high intensity discharge ballast and socket assembly and a borosilicate glass refractor with IES type 3 distribution.
4. Accessories shall consist of (2) BAB 12H4 bolt on 1"x12" banner arm with half sphere. (1) FGIUS-S duplex GFCI outlet with small white in use cover. (1) FPH4B bolt on 1" flag pole holder.
5. The post shall be furnished with (4) 3/4" hot-dip galvanized L-type anchor bolts.
6. The finish of the post and luminaire shall be with black powder coat.
7. All hardware shall be stainless steel. All easily accessible exterior hardware shall be tamper proof.

### **Spun Aluminum Pole Specifications:**

#### **Street Light Pole & Mast Arm**

1. All street light poles & mast arms shall have high pressure sodium fixtures. When a new light pole is installed the following shall be included in the installation per Village specs.
2. RHW-2/USE-2/XLP-E stranded copper wire of the correct gauge per Village spec.
3. HEB-AA Fuse kit with 5amp FNM fuse and protected by Buss 1A0512 rubber boots.
4. 240 or 480 volt installations will require two sets of the above mentioned fuse kits.
5. Appropriate splices per Village specs to reconnect pole wire to underground street light cable.

### **Street Light Removal and Replacement**

No removal work shall be permitted without the approval from the Contract Administrator.



### **Condition of Existing Systems**

Prior to removing poles to make any repairs to underground wiring, the Contractor shall carefully inspect the condition of the poles and luminaries to document any defects in materials or finish and to identify any missing parts necessary to provide a pole and luminaries ready for re-installation. The Contractor shall conduct an inventory of all existing electrical wiring of each pole, making note of any parts which are found broken, missing, defective or malfunctioning. The Contract Administrator must be informed in writing of any broken, missing, defective or malfunctioning parts prior to the Contractor removing the poles and luminaries from the foundation base. The Contractor shall have full responsibility for providing a complete and functional pole and luminaries free of defects once the pole is removed from the foundation for any maintenance or repair work they may be performing. Wiring, fuses, splices, and any other materials necessary to re-connect the light poles to the electrical system and create a fully functional street light pole and luminaries will be the responsibility of the Contractor. Light pole foundations, anchor bolts, conduits, wires, ground rods, and grounding wires shall be protected during any maintenance or repair work being performed.

### **Splicing of Lighting Cables**

All terminations shall be completed with compression-type copper sleeves and heat shrinkable caps with factory applied sealant. The sleeve and the cap shall be of a size suitable for the splice and shall have a factory-applied sealant within. Additional seal of the splice shall be assured by the application of sealant tape or the use of a sealant insert prior to the installation of the cap. Either method shall be assured compatible with the cap sealant. Tape sealant shall be applied in not less than one half-lapped layer for a length at least ¼-inch longer than the cap length and the tape shall also be wrapped into the crotch of the splice. Insert sealant shall be placed between the wires of the splice and shall be positioned to line up flush or extend slightly past the open base of the cap.

### **Lighting Cable Identification**

Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.

### **Lighting Cable Fuse Installation**

Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricate shall be applied to the wire for minimum connection resistance before the terminals are crimped on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side). All terminations shall be completed with compression-type copper sleeves and heat shrinkable caps with factory applied sealant. See Detail Drawing SLT-05 of specifications. Where terminations are made for fuse kits, the terminations shall be made at main buss with wire connecting directly to crimp connection on fuse kit with no splices between. The main splices shall be completed as stated in paragraph above. The wire on other end of fuse kit shall connect directly to plug/ballast with no splices between. The wire connecting to the fuse kits shall be a minimum of 18 inches to allow fuse kits to be pulled out of the access hand hole. All pole wiring shall be correctly



color-coded. Example: White = Neutral; Green = Ground; separate colors for the hot wires for the outlet and fixture must also be used.

### **Replacement of Pole Wiring (#10XLP-USE)**

Description: Use #10XLP-USE conductors of the correct color for street lighting. All systems should be wired to operate on alternating circuits. The pole wiring will be spliced to the underground wiring so the lights will be on alternating circuits using crimp connectors and heat shrinkable sealant filled caps. Splices above grade, such as in street light pole hand holes shall have a waterproof sealant and a heat shrinkable cap. The cap shall be of a size suitable for the splice and shall have a factory-applied sealant within. Additional seal of the splice shall be assured by the application of sealant tape. There shall be a quick disconnect HEB-AA fuse holder with a 5 amp fuse installed between the splice at the underground wire and the hot leg going up the pole to the fixture. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricate shall be applied to the wire for minimum connection resistance before the terminals are crimped on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side).

All terminations shall be completed with compression-type copper sleeves and heat shrinkable caps with factory applied sealant. See Detail Drawing SLT-05 of specifications. Where terminations are made for fuse kits, the terminations shall be made at main buss with wire connecting directly to crimp connection on fuse kit with no splices between. The main splices shall be completed as stated in paragraph above. The wire on other end of fuse kit shall connect directly to plug/ballast with no splices between. The wire connecting to the fuse kits shall be a minimum of 18 inches to allow fuse kits to be pulled out of the access hand hole. All pole wiring shall be correctly color-coded. Example: White = Neutral; Green = Ground; alternating colors for each hot leg: red / black. All wires need be terminated to the lead from the fixture plug using appropriate wire nuts and sealant tape.

### **Unit Duct**

Description: coilable nonmetallic conduit (unit duct) of the correct size to match existing, complete with all splicing, identifications, and terminations per Village Specs. All Unit Duct will be furnished and installed in accordance with the methods and materials outlined in Section 816 of the SSRBC. The work will also include all restoration. Damage to all lawns shall be replaced with an approved topsoil and sod. All roadway surfaces such as sidewalks, curbs, pavement, etc. shall be replaced in kind.

### **2 ½" Dia., Galvanized Steel**

Conduit shall comply with Underwriter's Laboratories, Inc. Standard U.L. 6 and ASA Specification C80-1. Each length of Conduit shall bear an Underwriter's Laboratories label. All conduits shall be either pushed or trenched.

Conduit shall be required for

1. Street light foundation raceways
2. Control cabinet foundation raceway



3. All pavement crossings. Conduit shall also extend 2 feet beyond the curb and shall be pushed or augured under pavement.

Work shall be in accordance with these specifications, and Section 810 of the SSRBC except as modified herein. All conduits shall be placed at a depth of thirty inches (30"). All conduit splices will be threaded for rigid galvanized steel or glued for PVC. The work will also include all restoration. Damage to all lawns shall be replaced with an approved topsoil and sod. All roadway surfaces such as sidewalks, curbs, pavement, etc. shall be replaced in kind.

**All Materials used in the repair and installation of items involved with any work during the duration of this contract shall be invoiced at the contractor's price plus a flat markup of 10%. This includes any and all street light poles, fixtures, wire connectors, electrical components, fasteners, accessories, stone, concrete, and any other materials as needed to complete the requested work. All material is to be delivered F.O.B. to the job site by the contractor, or can be arranged with the Village Contract Administrator to have it delivered to the Downers Grove Public Works Facility, 5101 Walnut Ave, Downers Grove, IL 60515.**

**Contract Administration:** After award of contract, all questions in regard to the administration of this contract will be directed to the Contract Administrator, the Director of Public Works, or their designee, who is responsible for the monitoring and verifying of work completed for payment under this contract. This will include directions as to the way in which the work is to be carried out.

**Contractor's Representatives:** The contractor shall provide and have a competent supervisor available to resolve issues with the contractor's employees at all times, who shall have full authority to act for the contractor and to receive and execute requests from the Contract Administrator. Any instructions given to such supervisor executing work for the contractor shall be binding on the contractor as though given to the contractor personally. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential personal injury or safety hazards. The contractor's supervisor must be proficient in the use of and interpretation of the English language.

**Subcontractors:** Use of subcontractors is not permitted under this contract.

**Work Hours:** No work shall be performed prior to 7:00 a.m. and shall be completed by 4:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed without prior written permission from Village officials on Saturdays, Sundays, and Village Holidays.

**Response Time:**

### ***Response / Repair Timetable***

Response during regular business hours after receiving notification from the Village.  
After hours response will be subject to overtime approval by the Contract Administrator.  
Permanent repairs may be subject to material availability.

<i>Item</i>	<i>Response Time / Temporary Repairs</i>	<i>Permanent Repairs</i>
Streetlight knockdown	2hrs	30 days subject to material availability
Control Cabinet knockdown	2hrs	30 days subject to material availability
Underground cable damage by a contractor	2hrs	48hrs
Unknown cable trouble	12hrs	5days
Street Light fixture outage	24hrs	48hrs
Component failure ( contactor, breakers, etc )	24hrs	48hrs subject to material availability
Directional Boring	14 days	14 days

**LIQUIDATED DAMAGES:** The Village and Contractor recognize that time and quality of work is of the essence to this contract. They also recognize the delays, expense and difficulties involved in a legal or arbitration proceeding. Instead, the Contractor shall be liable and shall pay the Village as liquidated damages the amount shown in the following schedule. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract. The Village shall deduct these liquidated damages from any monies due or to become due to the Contractor for breach of this contract.

- 1) \$100 per day for failure to start work on specified date and time without notification and approval from the Village;
- 2) \$100 per day for failure to show up for scheduled work without notification to the Village;
- 3) \$100 per day for failure to notify the Village in advance of where work will be taking place;
- 4) \$100 per day for failure to follow the Time of Operations schedule without approval from the Village.

**Right to Change Scope of Work:** Due to budget constraints, the Village reserves the right to add or delete from the contract as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are estimates only and may be altered.

**Safety:** The contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The contractor shall abide by all EPA and OSHA safety standards and regulations. **The Village is not responsible for site safety. The contractor is solely and exclusively responsible for construction means, methods, technologies and site safety and all equipment, signage and supplies necessary to provide a safe working environment.**



The contractor upon receipt of instructions from the Contract Administrator, to discontinue such practice shall, immediately discontinue any practice obviously hazardous in the opinion of the Contract Administrator.

The contractor at all times during the life of this contract shall observe and abide by all Federal, state and local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction.

**Traffic Control and Protection:** The contractor is responsible to provide at all times, adequate traffic/pedestrian control per the Manual for Uniform Traffic Control Devices requirements. This shall include, but is not limited to, Public Works and/or Police Department notification of road closures, installation of signs, barricades, fencing, etc., protecting all hazards. The contractor shall arrange to keep sidewalks open for traffic when possible. Signs or cones must be properly used if closing sidewalks.

**General Notes:** Bidders must completely familiarize themselves with the specifications in this CFB document. The contractor shall furnish all equipment and manpower necessary to handle the streetlight maintenance services in a timely and safe manner, per the response and repair schedule and at the prices as stated on the *Bid/Contract Form*. Contractor shall maintain an environment of respect with all residents, businesses, pedestrians and vehicular traffic.

The contractor will provide 48 hours' notice except in an emergency situation or as otherwise agreed on, to the Public Works Department prior to commencing any work. This notice will provide the dates and locations of the work being done, in order for the Public Works Department to provide notification that may be necessary and to conduct an inspection upon completion of the work.

**Contractor Qualifications:** The contractor shall be required before the award of any contract to show to the complete satisfaction of the Director of Public Works that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The contractor shall be required to give past history and references in order to satisfy the Director of Public Works in regard to the contractor's qualifications. The Director of Public Works shall make reasonable investigations deemed necessary and proper to determine the ability of the contractor to perform the work. The Village reserves the right to reject any proposal if the evidence submitted by, or investigation of, the contractor fails to satisfy the Director of Public Works that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the contractor's qualifications shall include:

1. The ability, capacity, skill and resources to perform the work or provide the service required.
2. Evidence of prequalification with the Illinois Department of Transportation (IDOT) for Electrical including a current prequalification certificate;
3. The ability of the contractor to perform the work or provide the service promptly or within the time specified, without delay or interference. Per the attached response / repair timetable.

4. The character, integrity, reputation, judgment, experience, and efficiency of the contractor.
5. The quality of performance of previous streetlight maintenance contracts or services with the Village and other municipalities within the last five (5) years. At least two (2) of the municipal references must be for individual streetlight maintenance contracts in excess of \$50,000 annually.

**Storage of Equipment:** If the contractor desires to store their equipment used to perform work on behalf of the Village within Downers Grove, and has no place of their own, or under lease agreement, the Village may provide said space on its property located at 5101 Walnut Avenue, with the proviso that the contractor must hold the Village harmless for any loss or damages that may be associated with the privilege of parking said equipment on Village property. Under these circumstances, the Village will not be responsible for assuring security of the designated site, and the contractor will be responsible for abiding by rules set forth by the Village. This privilege may be immediately rescinded by the Village if, in the sole determination of the Contract Administrator, the Village finds that the contractor has failed to abide by the Village's regulations.

**Payment for Services:** Payment for services shall be based on actual hours worked and shall not include travel time from the contractor's place of business to the Village work site in accordance with the costs as listed on the *Bid/Contract Form*.

**Operation Standards:** All streetlight maintenance operations will be done following the standards outlined below:

- The contractor will perform all work in a manner that minimizes road hazards for the motoring public. All reasonable precautions will be taken to protect public and private property, such as sidewalks, pavement, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the Contract Administrator determines that contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Village at the contractor's expense.
- All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the Village's Police Department at 630-434-5600, and to the Public Works Department at 630-434-5460.
- The Village of Downers Grove shall dispose of old street light poles and parts unless the contractor is designated to do so by the Contract Administrator.



**IV. BID/CONTRACT FORM**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award BIDDER:**

H&H ELECTRIC CO.

Company Name

Date: 03/05/2015

2830 COMMERCE STREET

Street Address of Company

LOUIE.VENEZIANO@HH-ELECTRIC.COM

Email Address

FRANKLIN PARK, ILLINOIS 60131

City, State, Zip

LOUIE VENEZIANO

Contact Name (Print)

708-453-2222


Business Phone

708-453-0202

24-Hour Telephone

708-453-2851

Fax

  
Signature of Officer, Partner or  
Sole Proprietor

LOUIE VENEZIANO, PRESIDENT

Print Name & Title

ATTEST: If a Corporation

LENNY VENEZIANO   
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
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.

H&amp;H ELECTRIC CO.

**IV. BID/CONTRACT FORM (Continued)**

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

**Year 1 – Award Date through December 31, 2015**

<b>All Materials</b>	<b>Est Amount \$40,000</b>	<b>Markup 10% 1.10</b>	<b>Total \$ 44,000.00</b>
<b>Item (Labor, Straight Time)</b>	<b>Estimated Quantity (Hours)</b>	<b>Unit Cost</b>	<b>Total (Hours x Per Hour Unit Cost)</b>
Journeyman Electrical Worker	350	\$ 83.60	\$ 29,260.00
Foreman Electrical Worker	100	\$ 114.70	\$ 11,470.00
<b>Item (Labor, Overtime)</b>	<b>Estimated Quantity (Hours)</b>	<b>Unit Cost</b>	<b>Total (Hours x Per Hour Unit Cost)</b>
Journeyman Electrical Worker	50	\$ 123.80	\$ 6,190.00
Foreman Electrical Worker	25	\$ 134.00	\$ 3,350.00
<b>Item (Vehicles and Equipment)</b>	<b>Estimated Quantity (Hours)</b>	<b>Unit Cost</b>	<b>Total (Hours x Per Hour Unit Cost)</b>
Service Truck ( to be used for all non-areal service calls and work that can be done from ground level )	300	\$ 28.00	\$ 8,400.00
Boom & Bucket Truck (capable of 55ft working height)	200	\$ 28.00	\$ 5,600.00
Dump Truck	25	\$ 10.00	\$ 250.00
Auger truck	15	\$ 72.00	\$ 1,080.00
Backhoe	15	\$ 12.00	\$ 180.00
Mini Excavator	25	\$ 12.00	\$ 300.00
Trencher	15	\$ 0.01	\$ 0.15
Directional Boring Machine	25	\$ 72.00	\$ 1,800.00
Compressor	15	\$ 8.00	\$ 120.00



H&amp;H ELECTRIC CO.

## Year 2 – Award Date through December 31, 2016

<b>All Materials</b>	<b>Est Amount \$40,000</b>	<b>Markup 10% 1.10</b>	<b>Total \$ 44,000.00</b>
<b>Item (Labor, Straight Time)</b>	<b>Estimated Quantity (Hours)</b>	<b>Unit Cost</b>	<b>Total (Hours x Per Hour Unit Cost)</b>
Journeyman Electrical Worker	350	\$ 83.60	\$ 29,260.00
Foreman Electrical Worker	100	\$ 114.70	\$ 11,470.00
<b>Item (Labor, Overtime)</b>	<b>Estimated Quantity (Hours)</b>	<b>Unit Cost</b>	<b>Total (Hours x Per Hour Unit Cost)</b>
Journeyman Electrical Worker	50	\$ 123.80	\$ 6,190.00
Foreman Electrical Worker	25	\$ 134.00	\$ 3,350.00
<b>Item (Vehicles and Equipment)</b>	<b>Estimated Quantity (Hours)</b>	<b>Unit Cost</b>	<b>Total (Hours x Per Hour Unit Cost)</b>
Service Truck ( to be used for all non areal service calls and work that can be done from ground level )	300	\$ 28.00	\$ 8,400.00
Boom & Bucket Truck (capable of 55ft working height)	200	\$ 28.00	\$ 5,600.00
Dump Truck	25	\$ 10.00	\$ 250.00
Auger truck	15	\$ 72.00	\$ 1,080.00
Backhoe	15	\$ 12.00	\$ 180.00
Mini Excavator	25	\$ 12.00	\$ 300.00
Trencher	15	\$ 0.01	\$ 0.15
Directional Boring Machine	25	\$ 72.00	\$ 1,800.00
Compressor	15	\$ 8.00	\$ 120.00

H&amp;H ELECTRIC CO.

## Year 3 – Award Date through December 31, 2017

<b>All Materials</b>	<b>Est Amount \$40,000</b>	<b>Markup 10% 1.10</b>	<b>Total \$ 44,000.00</b>
<b>Item (Labor, Straight Time)</b>	<b>Estimated Quantity (Hours)</b>	<b>Unit Cost</b>	<b>Total (Hours x Per Hour Unit Cost)</b>
Journeyman Electrical Worker	350	\$ 83.60	\$ 29,260.00
Foreman Electrical Worker	100	\$ 114.70	\$ 11,470.00
<b>Item (Labor, Overtime)</b>	<b>Estimated Quantity (Hours)</b>	<b>Unit Cost</b>	<b>Total (Hours x Per Hour Unit Cost)</b>
Journeyman Electrical Worker	50	\$ 123.80	\$ 6,190.00
Foreman Electrical Worker	25	\$ 134.00	\$ 3,350.00
<b>Item (Vehicles and Equipment)</b>	<b>Estimated Quantity (Hours)</b>	<b>Unit Cost</b>	<b>Total (Hours x Per Hour Unit Cost)</b>
Service Truck ( to be used for all non areal service calls and work that can be done from ground level )	300	\$ 28.00	\$ 8,400.00
Boom & Bucket Truck (capable of 55ft working height)	200	\$ 28.00	\$ 5,600.00
Dump Truck	25	\$ 10.00	\$ 250.00
Auger truck	15	\$ 72.00	\$ 1,080.00
Backhoe	15	\$ 12.00	\$ 180.00
Mini Excavator	25	\$ 12.00	\$ 300.00
Trencher	15	\$ 0.01	\$ 0.15
Directional Boring Machine	25	\$ 72.00	\$ 1,800.00
Compressor	15	\$ 8.00	\$ 120.00



*MUNICIPAL REFERENCE LIST*

Municipality: VILLAGE OF MAYWOOD, ILLINOIS  
 Address: 40 MADISON PLAZA, MAYWOOD, ILLINOIS 60153  
 Telephone # 708-491-8842  
 Contact Name JOHN WEST  
 Year of the streetlight maintenance contract and contract value 2014 - \$ 222,878.23

Municipality VILLAGE OF NORRIDGE, ILLINOIS  
 Address: 4000 NORTH OLCOTT AVENUE, NORRIDGE, ILLINOIS 60706  
 Telephone # 708-453-0800  
 Contact Name BRIAN GASEOR  
 Year of the streetlight maintenance contract and contract value 2014 - \$ 211,714.82

Municipality: VILLAGE OF PALATINE, ILLINOIS  
 Address: 148 W. ILLINOIS AVENUE, PALATINE, ILLINOIS 60067  
 Telephone # 847-705-5200  
 Contact Name MARTY HORWITZ  
 Year of the streetlight maintenance contract and contract value 2014 - \$ 25,043.56

Municipality: VILLAGE OF FRANKLIN PARK, ILLINOIS  
 Address: 9500 WEST BELMONT AVENUE, FRANKLIN PARK, ILLINOIS 60131  
 Telephone # 847-671-8252  
 Contact Name MIKE SAELI  
 Year of the streetlight maintenance contract and contract value 2014 - \$ 142,459.24

Municipality: VILLAGE OF RIVER FOREST, ILLINOIS  
 Address: 400 PARK AVENUE, RIVER FOREST, ILLINOIS 60305  
 Telephone # 708-205-2085  
 Contact Name MARK JANOPOULOS  
 Year of the streetlight maintenance contract and contract value 2014 - \$ 102,090.07

Municipality: VILLAGE OF CAROL STREAM, ILLINOIS  
 Address: 124 GERZEWSKE LANE, CAROL STREAM, ILLINOIS 60188  
 Telephone # 630-742-9731  
 Contact Name JOHN PAVELKA  
 Year of the streetlight maintenance contract and contract value 2014 - \$ 32,804.72

Municipality VILLAGE OF SCHILLER PARK, ILLINOIS  
 Address: 9526 W. IRVING PARK ROAD, SCHILLER PARK, ILLINOIS 60176  
 Telephone # 847-671-8552  
 Contact Name HOWARD MOSER  
 Year of the streetlight maintenance contract and contract value 2014 - \$ 21,695.76



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: H&H ELECTRIC CO.  
 ADDRESS: 2830 COMMERCE STREET  
 CITY: FRANKLIN PARK  
 STATE: ILLINOIS  
 ZIP: 60131  
 PHONE: 708-453-2222 FAX: 708-453-2851  
 TAX ID #(TIN): 36-3981256

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: SAME  
 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: *Louie Veneziano* DATE: 03/05/2015  
 LOUIE VENEZIANO, PRESIDENT



**BIDDER'S CERTIFICATION** (page 1 of 3)

With regard to STREET LIGHT MAINT., Bidder H&H ELECTRIC CO. hereby certifies  
(Name of Project) (Name of Bidder)  
the following:

1. Bidder 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. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder 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. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder 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. Bidder 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 Bidder 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 five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, 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. Bidder 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. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder 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. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment

**BIDDER'S CERTIFICATION (page 2 of 3)**

of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: *[Signature]*  
Bidder's Authorized Agent  
LOUIE VENEZIANO, PRESIDENT

3	6	-	3	9	8	1	2	5	6
---	---	---	---	---	---	---	---	---	---

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or N/A  
Social Security Number

Subscribed and sworn to before me

this 3RD day of MARCH,



2015.  
*[Signature]*  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of H&H ELECTRIC CO., and the full names of its Officers are as follows:

President: LOUIE VENEZIANO

Secretary: LENNY VENEZIANO

Treasurer: LOUIE VENEZIANO

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:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**BIDDER'S CERTIFICATION** (page 3 of 3)

The partnership does business under the legal name of: N/A  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Bidder or Supplier is a Sole Proprietor whose full name is: N/A  
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 preceding insurance requirements within 13 days of the award of the contract? YES

INSURER'S NAME BRIAN HOLLAMON

AGENT VIP RISK SOLUTIONS, INC.

Street Address 1821 WALDEN OFFICE SQUARE, SUITE 400

City, State, Zip Code SCHAUMBURG, ILLINOIS 60173

Telephone Number (847) 303-5815

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: H&H ELECTRIC CO.

Print Name and Title of Authorizing Signature: LOUIE VENEZIANO, PRESIDENT

Signature: 

Date: MARCH 05, 2015



# Certificate of Eligibility

H & H Electric Co.  
 2830 Commerce Street Franklin Park, IL 60131-2927

Contractor No 2550

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

014 ELECTRICAL \$12,800,000

\$21,985,000.00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/30/2014 TO 4/30/2015 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/30/2014.

*Tim Bell*

Interim Engineer of Construction



### 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 Bidder: H&H ELECTRIC CO.


In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder 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 Bidder will perform with its own forces. The Bidder 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 Bidder 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 Bidder is a participant and that will be performed with the Bidder'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 Bidder 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.**

IBEW LOCAL #9 MIDDLE STATES CONTRACTORS ASSOCIATION, HILLSIDE, ILLINOIS 60162

SEE ATTACHED.

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: LOUIE VENEZIANO, PRESIDENT

Signature: 

Date: MARCH 05, 2015

# United States Department of Labor

## Office of Apprenticeship Training, Employer and Labor Services Bureau of Apprenticeship and Training Certificate of Registration

I.B.E.W. LOCAL #9 MIDDLE STATES ELECTRICAL CONTRACTORS ASSN.  
Hillside, Illinois  
For the Trades of Line Maintainer

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

Revised May 5, 2003  
August 26, 1992

Date \_\_\_\_\_  
IL015920003  
Registration No. \_\_\_\_\_



*Scott Chao*  
Secretary of Labor

*Anthony Sura*  
Administrator, Apprenticeship Training, Employer and Labor Services



### BUY AMERICA CERTIFICATION

**Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.**

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

#### Certificate of Compliance

The bidder or offeror hereby certifies that it **will** meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature \_\_\_\_\_

Company Name H&H ELECTRIC CO.

Title LOUIE VENEZIANO, PRESIDENT

Date MARCH 05, 2015

#### Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.**

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

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

Company Name: H&H ELECTRIC CO.

Address: 2830 COMMERCE STREET

City: FRANKLIN PARK, ILLINOIS Zip Code: 60131

Telephone: ( 708 ) 453-2222 Fax Number: ( 708 ) 453-2851

E-mail Address: LOUIE.VENEZIANO@HH-ELECTRIC.COM

Authorized Company Signature: 

Print Signature Name: LOUIE VENEZIANO Title of Official: PRESIDENT

Date: MARCH 05, 2015







# Village of Downers Grove

## Contractor Evaluation

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Contractor: H & H Electric

Project: Street light Maintenance

Primary Contact: Phone: 708-453-2222

Time Period: 2012 - 2014

On Schedule (allowing for uncontrollable circumstances)     Yes     No

Provide details if early or late completion: \_\_\_\_\_

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Change Orders (attach information if needed): Yes - Salt Dome Electric & Lot B Electric

Difficulties / Positives:

Interaction with public:

Excellent     Good     Average     Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied     Satisfied     Not Satisfied

Reviewers: Kevin Bobikiewicz

Date: 4/7/2015