

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**12/11/2018**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
2019-2021 Traffic Signal Maintenance Contract	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a 3-year contract for 2019 through 2021 for Traffic Signal Maintenance of Village-maintained traffic signals to H&H Electric Company of Franklin Park, Illinois in the amount of \$254,891.71

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The cost for this contract in FY19 will be \$51,861.60. The FY19 budget includes \$62,000 for this contract in the General Fund (Page 4-3, Line 18). The FY20 and FY21 budgets are expected to be of sufficient amounts to meet the yearly signal maintenance needs for this contract.

**RECOMMENDATION**

Approval on the December 11, 2018 Consent Agenda.

**BACKGROUND**

This contract consists of two major work components. The first component is the routine monthly maintenance and upkeep of the Village's 18 traffic signals. The low proposal is in the amount of \$4,321.80/month or \$51,861.60 for year 1 based upon an annual contract. The second component of the work is related to non-routine repair work in response to more significant equipment failure or damage, which the Village estimates to be between \$1,500 and \$9,000 based upon past experience. The non-routine repair work is only performed by the contract after prior authorization from designated staff. The yearly unit prices for time and materials for the non-routine repairs are set by the contract. Typical items include new traffic signal heads, pedestrian signal heads, detector loops, controller hardware upgrade, etc.

Proposals were received on Friday November 9, 2018. A synopsis of the proposals is as follows:

Proposer/Contractor	Total Cost 2019	Total Cost 2020	Total Cost 2021	Total 3 Year Cost	
H&H	\$ 82,308.59	\$ 84,516.44	\$ 88,066.68	\$ 254,891.71	Low
Meade	\$ 84,727.00	\$ 113,150.00	\$ 112,441.76	\$ 310,318.76	

H&H Electric Company has provided service to the Village in various capacities since 2009 and currently holds a maintenance contract for street lights. Staff has been pleased with their performance and service to the Village.

#### ATTACHMENTS

Contract Documents

Contractor's Evaluation Form

**VILLAGE OF DOWNERS GROVE**  
**DEPARTMENT OF PUBLIC WORKS**

**ADDENDUM NO. 1**

**FOR**

**Traffic Signal Maintenance**

**CFB-0-70-2018/DC**

**November 2, 2018**

ITEM AND DESCRIPTION:

1. **NOTE**  
Similar to the award of the contract in 2014, the total costs for both routine and non-routine are considered. The total pricing will be calculated for each year of the contract and then combined for a total three year cost. Each year will consist of Routine Maintenance and Non-Routine Maintenance. Non-Routine Maintenance will be the total of Optional Work as there are an anticipated number of occurrences listed for each item
2. **NOTE**  
Per sheet 1 of the RFP there is no performance bond required from proposers. However, as discussed in the preproposal meeting, per **Section I 5.1** a proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer'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 proposer.
3. **NOTE**  
"How would the Village handle a transfer of Maintenance?"  
There would be a walk through with the contractor, however, Section III C. will apply as pre-proposal inspections should be performed by each proposer for the existing conditions to be accepted.
4. **NOTE**  
"How will opticom and LED modules be paid for?"  
They will be paid per the unit price for the contract year in which the work is performed.
5. **NOTE**  
"Do you anticipate many locates?"  
Number of anticipated locations are expected to be minimal, however there is no quantity provided by the Village.

**6. NOTE**

One of the current signalized intersections is under maintenance of a separate contractor due to a modernization project and may not be transferred at the time of contract execution if work is still being performed.

The Acknowledgement of Receipt of Addendum for this addendum MUST be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be REJECTED.

**End of Addendum No. 1  
November 2, 2018**

**VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

**PROPOSAL/BID: Traffic Signal Maintenance**

**PROPOSAL/BID NUMBER: BID #CFB-0-70-2018/DC**

**PROPOSAL/BID OPENING: November 9, 2018**

**ADDENDUM NO.: 1**

**PROPOSER/BIDDER:** H&H Electric Co.

**ADDRESS:** 2830 Commerce Street, Franklin Park, Illinois 60131

**RECEIVED BY:** William Priestley

**(NAME)**

William Priestley

**(SIGNATURE)**

**DATE:** 11/02/2018

**2019 Contract Costs (January 1 thru December 31)**

<b><u>Routine Maintenance Work</u></b>	<b><u>Cost</u></b>
Intersections- Stand Alone Signals	\$ <u>190.80</u> per mo./per location x 6 locations = \$ <u>1,144.80</u>
Intersections- Signal System	\$ <u>190.80</u> per mo./per location x 12 locations = \$ <u>2,289.60</u>
Opticom Regular Inspection and Maintenance	\$ <u>49.30</u> per mo./per location x 18 locations = \$ <u>887.40</u>
<b>TOTAL ROUTINE MONTHLY COST</b>	\$ <u>4,321.80</u>

<b><u>Optional Work:</u></b>	<b><u>Anticipated Annual # of Occurrences</u></b>	<b><u>Unit Cost</u></b>	<b><u>TOTAL</u></b>
Loop Detector Cable	30 ft.	\$ <u>15.00</u> /lin. Ft.	\$ <u>450.00</u>
LOCATE conduit and/or cables: <i>(per hr. straight time)</i>	6 each	\$ <u>141.80</u> /hr.	\$ <u>850.80</u>
Controller ASC-3 (New)	1 each	\$ <u>2,750.00</u>	\$ <u>2,750.00</u>
Controller ASC-3 (Used)	2 each	\$ <u>0.01</u>	\$ <u>0.02</u>
Controller Cabinet	1 each	\$ <u>9,400.00</u>	\$ <u>9,400.00</u>
Opticom Light Detector Amp (2-Channel Model #452)	2 each	\$ <u>1,800.00</u>	\$ <u>3,600.00</u>
Opticom Light Detector (1-Chan/2-Dir) Model #721)	3 each	\$ <u>632.00</u>	\$ <u>1,896.00</u>
Opticom Beacon Lamp LED	3 each	\$ <u>0.01</u>	\$ <u>0.03</u>
Post & Base	2 each	\$ <u>0.01</u>	\$ <u>0.02</u>
Mast Arm	1 each	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
Combination Mast Arm	1 each	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
Traffic Signal Head - LED	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>
Pedestrian Push Buttons	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>
Ped Countdown Signals - LED	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>

**Additional costs quotes:**

Journeyman .....	\$ <u>212.80</u>	per hour
Service Truck .....	\$ <u>48.60</u>	per hour
Bucket/Boom Truck .....	\$ <u>72.90</u>	per hour
Auger Truck .....	\$ <u>97.20</u>	per hour
Trencher .....	\$ <u>40.50</u>	per hour
Backhoe .....	\$ <u>137.70</u>	per hour
Overtime .....	\$ <u>319.10</u>	per hour
Sunday & Holiday .....	\$ <u>425.50</u>	per hour

**2020 Contract Costs (January 1 thru December 31)**

<b><u>Routine Maintenance Work</u></b>	<b><u>Cost</u></b>
Intersections- Stand Alone Signals	\$ <u>190.80</u> per mo./per location x 6 locations = \$ <u>1,144.80</u>
Intersections- Signal System	\$ <u>190.80</u> per mo./per location x 12 locations = \$ <u>2,289.60</u>
Opticom Regular Inspection and Maintenance	\$ <u>49.30</u> per mo./per location x 18 locations = \$ <u>887.40</u>
<b>TOTAL ROUTINE MONTHLY COST</b>	\$ <u>4,321.80</u>

<b><u>Optional Work:</u></b>	<b><u>Anticipated Annual # of Occurrences</u></b>	<b><u>Unit Cost</u></b>	<b><u>TOTAL</u></b>
Loop Detector Cable	50 ft.	\$ <u>15.00</u> /lin. Ft.	\$ <u>750.00</u>
LOCATE conduit and/or cables; <i>(per hr. straight time)</i>	9 each	\$ <u>141.80</u> /hr.	\$ <u>1,276.20</u>
Controller ASC-3 (New)	1 each	\$ <u>2,750.00</u>	\$ <u>2,750.00</u>
Controller ASC-3 (Used)	2 each	\$ <u>0.01</u>	\$ <u>0.02</u>
Controller Cabinet	1 each	\$ <u>9,400.00</u>	\$ <u>9,400.00</u>
Opticom Light Detector Amp (2-Channel Model #452)	4 each	\$ <u>1,800.00</u>	\$ <u>7,200.00</u>
Opticom Light Detector (1-Chan/2-Dir) Model #721)	4 each	\$ <u>632.00</u>	\$ <u>2,528.00</u>
Opticom Beacon Lamp LED	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>
Post & Base	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>
Mast Arm	1 each	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
Combination Mast Arm	1 each	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
Traffic Signal Head - LED	6 each	\$ <u>0.01</u>	\$ <u>0.06</u>
Pedestrian Push Buttons	24 each	\$ <u>0.01</u>	\$ <u>0.24</u>
Ped Countdown Signals - LED	24 each	\$ <u>0.01</u>	\$ <u>0.24</u>

**Additional costs quotes:**

Journeyman .....	\$ <u>212.80</u>	per hour
Service Truck .....	\$ <u>48.60</u>	per hour
Bucket/Boom Truck .....	\$ <u>72.90</u>	per hour
Auger Truck .....	\$ <u>97.20</u>	per hour
Trencher .....	\$ <u>40.50</u>	per hour
Backhoe .....	\$ <u>137.70</u>	per hour
Overtime .....	\$ <u>319.10</u>	per hour
Sunday & Holiday .....	\$ <u>425.50</u>	per hour

**2021 Contract Costs (January 1 thru December 31)**

<b><u>Routine Maintenance Work</u></b>	<b><u>Cost</u></b>
Intersections- Stand Alone Signals	\$ <u>190.80</u> per mo./per location x 6 locations = \$ <u>1,144.80</u>
Intersections- Signal System	\$ <u>190.80</u> per mo./per location x 12 locations = \$ <u>2,289.60</u>
Opticom Regular Inspection and Maintenance	\$ <u>49.30</u> per mo./per location x 18 locations = \$ <u>887.40</u>
<b>TOTAL ROUTINE MONTHLY COST</b>	\$ <u>4,321.80</u>

<b><u>Optional Work:</u></b>	<b><u>Anticipated Annual # of Occurrences</u></b>	<b><u>Unit Cost</u></b>	<b><u>TOTAL</u></b>
Loop Detector Cable	75 ft.	\$ <u>15.00</u> /lin. Ft.	\$ <u>1,125.00</u>
LOCATE conduit and/or cables: <i>(per hr. straight time)</i>	12 each	\$ <u>141.80</u> /hr.	\$ <u>1,701.60</u>
Controller ASC-3 (New)	1 each	\$ <u>2,750.00</u>	\$ <u>2,750.00</u>
Controller ASC-3 (Used)	2 each	\$ <u>0.01</u>	\$ <u>0.02</u>
Controller Cabinet	1 each	\$ <u>9,400.00</u>	\$ <u>9,400.00</u>
Opticom Light Detector Amp (2-Channel Model #452)	4 each	\$ <u>1,800.00</u>	\$ <u>7,200.00</u>
Opticom Light Detector (1-Chan/2-Dir) Model #721)	4 each	\$ <u>632.00</u>	\$ <u>2,528.00</u>
Opticom Beacon Lamp LED	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>
Post & Base	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>
Mast Arm	1 each	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
Combination Mast Arm	1 each	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
Traffic Signal Head - LED	6 each	\$ <u>0.01</u>	\$ <u>0.06</u>
Pedestrian Push Buttons	18 each	\$ <u>0.01</u>	\$ <u>0.18</u>
Ped Countdown Signals - LED	18 each	\$ <u>0.01</u>	\$ <u>0.18</u>

**Additional costs quotes:**

Journeyman .....	\$ <u>212.80</u>	per hour
Service Truck .....	\$ <u>48.60</u>	per hour
Bucket/Boom Truck .....	\$ <u>72.90</u>	per hour
Auger Truck .....	\$ <u>97.20</u>	per hour
Trencher .....	\$ <u>40.50</u>	per hour
Backhoe .....	\$ <u>137.70</u>	per hour
Overtime .....	\$ <u>319.10</u>	per hour
Sunday & Holiday .....	\$ <u>425.50</u>	per hour



**VIP RISK SOLUTIONS**  
— INCORPORATED —

November 6, 2018

RE: Surety Status for H&H Electric Company

To Whom It May Concern:

This letter is good through June 30, 2019, when H&H Electric Company's surety program renews, annually.

H&H Electric Company maintains a quality Surety program through our agency, with Surety provided by The Ohio Casualty Insurance Company (aka Liberty Mutual Surety). Liberty Mutual Surety, has an A,XV rating from A.M. Best Company and is included in the U.S. Treasury Department's annual Circular 570 Listing of Accepted Surety Companies.

The in-force Surety program extends to \$4,000,000 bonded capacity per project and \$15,000,000 of bonded/un-bonded aggregate capacity. However, Ohio Casualty/Liberty Mutual Surety has expressed that this commitment is not a maximum of their support for H&H Electric Company.

Our agreement to execute bonds, including bid, performance, and payment bonds are subject to final contract, financing, and underwriting conditions being mutually acceptable to both H&H and Liberty Mutual Surety. This letter is not an assumption of liability nor is it a bond. Any arrangements for bonds are a matter between H&H and Liberty Mutual Surety. We assume no liability to you or to third parties if for any reason we do not supply said bond or bonds.

I am the sole Power of Attorney for Ohio Casualty/Liberty Mutual Surety in our office thus being the executing Attorney-in-Fact on all bid/pay/performance bonds for H&H Electric Company.

Best regards,

William Brian Hollamon, CSP

President

Direct: 847-303-5815

Email: [brian.hollamon@viprsi.com](mailto:brian.hollamon@viprsi.com)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8078540

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, William Brian Hollamon

all of the city of Schaumburg, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations; in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of April, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of November, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## Village of Downers Grove



## REQUEST FOR PROPOSAL

Name of Proposing Company: H&H Electric Co.

Project Name: TRAFFIC SIGNAL MAINTENANCE  
 Proposal No.: CFB-0-70-2018/DC  
 Proposal Due: November 9, 2018 @ 10:00 A.M.  
Public Works Building, 5101 Walnut Ave., Downers Grove,  
IL 60515  
 Pre-Proposal Conference: November 1, 2018 @ 10:00 A.M. MANDATORY

**Required of All Proposers:**

Deposit: No  
 Letter of Capability of Acquiring Performance Bond: No

**Required of Awarded Contractor:**

Performance Bond/Letter of Credit: No  
 Certificate of Insurance: Yes

Legal Advertisement Published: October 25, 2018  
 Date Issued: October 25, 2018

This document consists of 37 pages.

Return **one original, plus two duplicate copies and one electronic copy** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

DIRECTOR OF PUBLIC WORKS  
 VILLAGE OF DOWNERS GROVE  
 5101 WALNUT AVENUE  
 DOWNERS GROVE, IL 60515  
 PHONE: 630/434-5460  
 FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

## Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, 2 additional paper copies, and **one electronic copy** of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

## Village of Downers Grove

**I. REQUEST FOR PROPOSALS****1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **November 9, 2018 @ 10:00 a.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Director of Public Works**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

**2. PREPARATION OF PROPOSAL**

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal 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 Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, 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 Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer 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.

## Village of Downers Grove

**3. PRE- PROPOSAL CONFERENCE**

- 3.1 A pre-proposal 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 Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.
- 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-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

**4. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

- 4.1 A Proposal 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 Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

**5. SECURITY FOR PERFORMANCE**

- 5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal 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. 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 Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer'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 Proposer.**

**6. DELIVERY**

- 6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 5101 Walnut Ave, Downers Grove, IL 60515.

**7. TAX EXEMPTION**

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and

## Village of Downers Grove

supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

**8. RESERVED RIGHTS**

- 8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals 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 Proposals will not be waived.

**II. TERMS AND CONDITIONS****9. VILLAGE ORDINANCES**

- 9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**10. USE OF VILLAGE'S NAME**

- 10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

**11. SPECIAL HANDLING**

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer 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. Proposer 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.

**12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, 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 Proposer, its employees, or its subcontractors, and the Proposer 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 Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer 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 Proposer, its employees, or its subcontractors.

**13. NONDISCRIMINATION**

- 13.1 Proposer 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

## Village of Downers Grove

discrimination;

- (b) By submission of this Proposal, the Proposer 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 Proposal.

- 13.2 It is unlawful to discriminate on the basis 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. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 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. Sec. 12101 et. seq.

#### **14. SEXUAL HARASSMENT POLICY**

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

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 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
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

#### **15. EQUAL EMPLOYMENT OPPORTUNITY**

- 15.1 In the event of the Proposer'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 Proposer 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 Proposer agrees as follows:

- 15.1.1 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.

## Village of Downers Grove

- 15.1.2 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.
- 15.1.3 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.
- 15.1.4 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 Proposer'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 Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 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.
- 15.1.6 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.
- 15.1.7 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 Proposer 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 Proposer 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 subdivisions or municipal corporations.

**16. DRUG FREE WORK PLACE**



## Village of Downers Grove

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

- 16.1 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 Proposer'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.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer'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.
- 16.3 Providing a copy of the statement required 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.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 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.
- 16.6 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.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**
  - 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer 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, Proposer 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.
- 18. PREVAILING WAGE ACT**
  - 18.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable

## Village of Downers Grove

rates, go to the State of Illinois – Department of Labor website ([www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current DuPage County rate.

The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

- 18.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records 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 from the date of the last payment on the public work.
- 18.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 Because 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.
- 18.5 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.
- 18.6 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.
- 19. PATRIOT ACT COMPLIANCE**
- 19.1 The Proposer 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

## Village of Downers Grove

Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer 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 Proposer 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.

## 20. INSURANCE REQUIREMENTS

- 20.1 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	

- 20.2 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".

## Village of Downers Grove

- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 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.
- 20.6 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 Grove, 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 by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 20.7 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 may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 20.8 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 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.
- 20.9 Only in the event that 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

## Village of Downers Grove

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.

- 20.10 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 Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**21. COPYRIGHT/PATENT INFRINGEMENT**

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

**22. COMPLIANCE WITH OSHA STANDARDS**

- 22.1 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.

**23. CERCLA INDEMNIFICATION**

- 23.1 In the event this is a contract that has environment aspects, the Proposer 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 Proposer, both before and after its disposal.

**24. BUY AMERICA**

- 24.1 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).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

**25. CAMPAIGN DISCLOSURE**

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to

Village of Downers Grove

the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.

- 25.2 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.
- 25.3 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.
- 25.4 By signing the bid or proposal 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.

**26. SUBLETTING OF CONTRACT**

- 26.1 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 their obligation or change the terms of the contract.

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

**27. TERM OF CONTRACT**

- 27.1 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 section.

**28. TERMINATION OF CONTRACT**

- 28.1 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.
- 28.2 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 Village 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 Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the

## Village of Downers Grove

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.

**29. BILLING & PAYMENT PROCEDURES**

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village 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 Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer 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.
- 29.2 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.
- 29.3 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.
- 29.4 Please send all invoices to the attention of Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

**30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

- 30.1 The relationship between the Village and the Proposer 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.

**31. STANDARD OF CARE**

- 31.1. Services performed by Proposer 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.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods,

## Village of Downers Grove

techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

**32. GOVERNING LAW**

32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

**33. SUCCESSORS AND ASSIGNS**

33.1 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 Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**34. WAIVER OF CONTRACT BREACH**

34.1 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.

**35. AMENDMENT**

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

**36. NOT TO EXCEED CONTRACT**

36.1 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, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

36.2 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)

**37. SEVERABILITY OF INVALID PROVISIONS**

37.1 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.

**38. NOTICE**

38.1 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



## Village of Downers Grove

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 Proposer as designated in the Contract Form.

**39. COOPERATION WITH FOIA COMPLIANCE**

- 39.1 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.

## Village of Downers Grove

**III. DETAIL SPECIFICATIONS****A. Contract Intent:**

The Village seeks to obtain the services of a Contractor for complete maintenance of the Village's traffic signal equipment. The Contractor shall perform all work in accordance with the latest editions and most current revisions and additions of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation; the Manual on Uniform Traffic Control Devices for Streets and Highways, adopted by the Department of Transportation; the Standard Specifications for Traffic Control Items, adopted by the Department of Transportation; the National Electric Safety Code; and Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines, except those items which by their nature have no application. In case of conflict with any parts of the aforementioned specifications, the Village shall determine what standard(s) shall apply.

This Contract shall encompass Traffic Signal Maintenance for the eighteen (18) traffic signals set forth in Section D below. Conditions of the work covered under this Contract are for both routine maintenance and emergency work.

**B. Qualifications of Contractors**

The Contractor shall be required to show to the complete satisfaction of the Director of Public Works, or his/her designee, that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner. The Contractor shall provide a list of references in order to satisfy the Director of Public Works that Contractor is qualified to perform the job. Evaluation of the Contractor's qualifications shall be in accordance with the Village's purchasing policies.

**C. Pre-Proposal Investigation**

Prior to submitting a Proposal, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village upon which the Contractor will rely. If the Contractor receives the award of this contract as a result of its proposal submission, failure to have made such investigations and examinations will not relieve the Contractor from its obligations to comply with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

**D. Locations:**

## Village of Downers Grove

<u>Intersection</u>	<u>Type</u>
Brook & Finley	Stand Alone
Downers Drive & Finley Mall	Stand Alone
Fairview & Prairie	System
Fairview & 59th Street	Stand Alone
Fairview & Lincoln	System
Fairview & Maple	System
Fairview & Second	System
Fairview & Hill	System
Finley & Finley Mall	Stand Alone
Lacey & Woodcreek	Stand Alone
Main & Grant	System
Main & Curtiss	System
Main & Maple	System
Main (Just North of 55th - Fire House #2)	System
Main & Prairie	System
Main & Warren & Burlington (2 intersections - 1 controller)	System
Main & Franklin	System
Woodward & Prentiss	Stand Alone

**TOTAL of 18 locations**

Additional signalized traffic control intersections may be added to this contract at the unit price shown in the agreement.

**E. Term of Contract:**

The term of this contract shall be for 3 years. The term shall be from January 1, 2019 through December 31, 2021.

**F. Additional Work**

The Village reserves the right to order additional work, or delete work, at the same unit price as provided for in the Contractor's proposal. Prior to commencing any additional work, the Contractor shall submit the charges for performing the additional work and shall not proceed until the Director of Public Works or his/her designee, has approved the work in writing.

**G. Protection of Existing Facilities**

Any damage caused by the Contractor shall be reported to the Village promptly in writing, giving full details describing the incident, including statements from witnesses. Such incident shall be repaired and/or cleaned up promptly by the Contractor when ordered to do so by the Village at no additional cost. All repairs of damage shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work which becomes due. If the Contractor fails to complete the repairs or clean-up immediately, or as

## Village of Downers Grove

otherwise directed by the Village, the Village shall provide notice to the Contractor and proceed to repair or replace the existing facilities and/or damaged property as may be deemed necessary at the Contractor's expense.

**H. Contractor's Responsibility**

The Contractor shall be responsible for completing the work in accordance with the specifications. The Contractor shall have available at all times during the project a complete set of specifications with all revisions thereto. The Contractor shall employ only workmen skilled in their trade and shall have available full time supervision with an English-speaking supervisor. The supervisor shall have authority to receive and carry out instructions from the Village.

**I. Site Condition and Clean Up**

The Contractor shall store materials and equipment where directed by the Village and shall move same, if and when it becomes necessary at his own expense. Upon completion of the work each site shall be left in a condition acceptable to the Village. Failure to keep the site neat, complete restoration of any disturbed areas, or cleanup debris to the satisfaction of the Village, when directed to do so, shall be just cause for withholding payment due the Contractor until all outstanding items are rectified.

**J. Trespassing on Private Land**

The Contractor shall confine its operations and storage of materials and equipment to the public streets and right-of-way. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

**K. Working Hours/Notification of Work**

The Contractor shall perform work under this Contract during the operating hours of the Public Works Department or other such schedule as mutually agreed upon by the parties prior to commencing the work. The operating hours of the Public Works Department are from 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding Village holidays.

The Contractor shall notify the Director of Public Works or his/her designee any time work is being done and/or completed pursuant to this contract including routine maintenance, emergency work and extra work as defined in these specifications.

This notification shall be made via phone call to Public Works main office at 630-434-5460 or an e-mail transmitted to the Assistant Director of Public Works - Operations.

## Village of Downers Grove

**L. Failure to Complete Work on Time and Contract Violations**

Time is of the essence for this contract. Contractor shall be liable for failure to complete work as stipulated in the Contract and shall pay to the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun unless such extended time as may have been allowed in writing by the Village. The liquidated damages for failure to complete the contract work on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

- Schedule of Deductions for Each Day of Overrun in Contract Time  
\$100 per day.

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars (\$100.00) per incident per day. Some examples include:

- 1.) Not responding to calls for service;
- 2.) Failure to complete routine inspections as required;
- 3.) Failure to complete routine maintenance (i.e. lens cleaning) as required;  
and
- 4.) Failure to complete required repairs and/or site clean-up.

**M. Acceptance of Work and Payment**

The Contractor's work shall not be accepted by the Village until the appropriate Village personnel have determined that all work is complete and in accordance with the specifications. Payment will be made when the work is reviewed and accepted by the Village.

**N. Accessibility and Availability of Contractor**

The Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisor(s) handling this contract and the supervisors shall be available twenty four (24) hours a day. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the penalties stated herein.

**O. Routine Maintenance Work:**

## Village of Downers Grove

The Contractor shall complete each of the following tasks in order to fulfill the routine maintenance aspect of the Contract. Such listing is not intended to be exhaustive, but rather representative of the type of work the Contractor is expected to complete.

1. Drive to each site and visually inspect the entire traffic control signal system once every two (2) weeks and replace burned out or damaged lamps, LED modules, nuts and bolts, sockets, reflectors, and lenses, among other items. The lenses (and reflectors where still present) shall be cleaned each time a lamp or LED module is replaced or at least once every six (6) months.
  - a. Location Checklist  
The Contractor shall create a Routine Field Checklist, and shall use it to tabulate the routine items checked and inspected at each signalized location. This Routine Field Checklist shall be submitted to the Village with the Monthly Invoicing packet.
2. Test EVP - Opticom units in each direction at each intersection once every thirty (30) days and respond to trouble calls. Notice of this work is to be given to the Village as work is completed.
  - a. Replace non-operational Opticom equipment with Village-owned spares or Contractor spares. The Contractor shall first inquire with the Village for use of its spares prior to use of Contractor's own spares.
  - b. It will be the responsibility of the Contractor to send non-operational units to Global Traffic Technologies for warranty/non-warranty repair or replacement.
  - c. The Contractor shall notify and get approval from the Village if any non-operational units are not covered under warranty prior to repair or replacement.
3. Keep all signal heads, signal posts, control pedestals and foundations in alignment with appropriate traffic at all times.
4. Keep all AUTOSCOPE Video Cameras properly aligned and mounted. Make sure cameras are functioning.
5. Keep all signal posts and control cabinets tight on foundations.
6. Keep signal posts tight on their pedestals and properly adjusted.
7. Keep detector equipment in proper working order at all times. Detector loops and cable failures that are not caused by deteriorated pavement or deteriorated cable will be repaired under the maintenance contract at no charge to the Village.
8. Maintain proper timing and dial settings of the controls and detector relays, as directed by the Village.
9. Tabulate and submit a printed hard copy of current signal and pedestrian timings for all signals two (2) times per calendar year to the Village; Once in the Spring, and once in the Fall of each year.

## Village of Downers Grove

10. When necessary, furnish and install temporary controller to match existing sequence and detection.
11. Check all controls, parts, and equipment, including but not limited to all wiring, crosswalk activators, hardware, software, controllers, relays, and detectors once every two (2) weeks to ascertain that they are functioning properly. Make all necessary repairs and replacements.
12. Maintain proper timing and controller settings and detector relays, as directed by an authorized Village representative in accordance with all applicable standards.
13. Keep the interior of the Controller Cabinets in a neat and workmanlike manner at all times.
14. Remove to clean and overhaul each electromechanical control unit, relays, special auxiliary control equipment and flashers once a year, or more often if necessary. Solid-state control equipment will be cleaned and overhauled only when the equipment malfunctions. A record tag shall be attached to each controller on which the date of overhaul or other service work shall be indicated.
15. Whenever repairs at a signalized intersection require that the controller be disconnected, the Contractor shall utilize the existing tri-fold "STOP" sign on each approach to the intersection as a temporary means of regulating traffic. If power is available, however, the Contractor shall institute flashing red on all approaches to the intersection.
16. The Contractor shall perform all routine maintenance during off-peak traffic hours.

**P. Emergency Work:**

1. The Contractor shall respond to calls for **Emergency** traffic signal situations from authorized parties (see below) within one (1) hour during normal weather and traffic conditions, twenty-four (24) hours a day seven (7) days a week (including Holidays). Emergencies shall include:
  - CONTROLLER FAILURE
  - INTERSECTION IS DARK (Power Failure)
  - SIGNALS AND/OR POSTS KNOCKDOWNS
  - LESS THAN **TWO** FUNCTIONING TRAFFIC SIGNALS PER APPROACH
  - INTERSECTION CYCLING FAILURE FOR ONE OR MORE APPROACHES.
2. Non-Emergency Response:  
All other traffic signal calls from the Village shall be considered **Non-Emergency**, and response shall be made within four (4) hours. Such response shall be available twenty-four (24) hours a day, including Saturdays, Sundays, and Holidays.
3. Village personnel AUTHORIZED to call for traffic signal service responses shall include:

## Village of Downers Grove

Director and Assistant Director of Public Works, PSRT Coordinator, and Traffic Manager.

4. The Contractor is notified that the Police Department personnel are NOT AUTHORIZED to make direct calls to the Contractor for any traffic signal maintenance work.
5. The Contractor shall service, repair, replace parts, or place in temporary operating condition, any damaged or out of order equipment. Repairs may require removal of damaged equipment, erection and maintenance of signs, barricades, temporary signals, or lights as necessary for protection of the public and to guide or regulate traffic. Work may also include repair or replacement of damaged conduit or wiring extending beyond the post.
6. Except as provided in Section Q. (below), no additional compensation shall be paid for providing emergency maintenance or repairs.

**Q. Extra Work:**

1. Emergency repairs, authorized by the above-referenced Village personnel, necessitated by knock-downs, vandalism or motor vehicle accidents, shall be paid for as extra work and the Contractor shall receive extra compensation on a force account basis in accordance with Article 109.04 of the latest version of Standard Specification for Road and Bridge Construction.
2. For each accident, the Village reserves the right to make recovery for all damages from the damaging party or parties.
3. The Contractor shall furnish an individual, itemized statement upon completion of extra work.

**R. Optional Work**

1. The Village may, at its option, include routine locating of underground conduit and cables (J.U.L.I.E.) as part of the maintenance contract. If the Village exercises this option, the work is to be billed monthly as part of the contract.
2. The Village is also soliciting a cost per locate. If the Village exercises this option, the cost for the work is to be billed as listed under Contract Costs – Routine Work.

**S. Contractor Personnel and Equipment:**

The Contractor shall supply all material, equipment and personnel necessary to complete the work specified. The Contractor shall rent equipment as needed to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time period. All vehicles and equipment needs to have the Contractor's name in a visible location to avoid possible parking tickets. The Village shall have, throughout the life of the contract, the right of reasonable rejection and approval of staff assigned to the work by the Contractor. If the Village rejects staff, the Contractor must provide replacement staff satisfactory to the Village



## Village of Downers Grove

in a timely manner and at no additional cost to the Village.

**T. Traffic Control:**

The Contractor shall provide adequate traffic control for work area protection in compliance with the latest editions of the Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, (MUTCD); the State of Illinois' *Illinois Vehicle Code*; the Illinois Department of Transportation *Highway Standards*; *The Village of Downers Grove Standards for the Construction of Facilities on the Public Rights-of-Way*, and the Illinois Department of Transportation *Handbook of Traffic Engineering Practice for Small Cities*. All personnel, signs, barricades, and any other traffic devices necessary shall be provided by the Contractor. The Village shall make no separate payment for this work. Traffic control includes but is not limited to the following:

1. Whenever possible, work vehicles shall be parked on the same side of the street as the work site. Vehicles shall park with right wheels to the curb or to the right edge of the right-hand shoulder as required by Municipal Code 14-92.
2. Whenever possible the work site on a two lane street or highway shall be confined to one traffic lane leaving the opposite lane open to traffic.
3. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
4. Work vehicles shall have their flashing lights operating but not as a substitute for any traffic control devices for work area protection that may be necessary.
5. Warning signs such as "Workers Ahead" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall have a minimum size of 30 inches by 30 inches with a maximum size of 48 inches by 48 inches. Such signs shall be posted at a minimum height of 24 inches above the pavement.
6. Cones used as daytime channeling devices shall be at least 28 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
7. Channeling devices shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Taper length shall be calculated using the following formulas.
  - $L = \text{taper length in feet}$
  - $W = \text{width of lane closure in feet}$
  - $S = \text{posted speed limit}$
  - For streets of speed limit 40 mph or less*  $L = [Wx(S^2)] / 60$
  - For streets of speed limit 45 mph or greater*  $L = WxS$
8. For lane closures on multilane highways, appropriate warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used

## Village of Downers Grove

depending on the speed limit.

9. Should complete street closure be required for a minimum of 8 hours on any given day in order to complete contract work, the Contractor shall notify the Village Police Department, and the appropriate barricades (at least 3 Type III barricades at each intersection), and "Road Closed" and "Detour" arrow signs shall be used to direct traffic around the work area.
10. Flaggers shall be appropriately dressed (reflective vest, etc.) to alert motorists, and shall stand in a conspicuous position facing approaching traffic, and shall use the proper traffic control sign when directing traffic.

U. **Inspection of Work:**

All work shall be completed to the satisfaction of the Village and the Village shall resolve any questions as to proper procedures or quality of workmanship.

V. **Unsatisfactory Work:**

If, at any time during the contract, the service performed or work done by the Contractor is considered by the Village to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified either by written or oral notice, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Village shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

W. **Pricing**

**Traffic Signal Maintenance Contract**  
**January 1, 2019 thru December 31, 2021**

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

The undersigned Contractor offers to provide to the Village of Downers Grove, an Illinois municipal corporation, Traffic Signal Maintenance services conforming to the terms and conditions set forth herein.

**2019 Contract Costs (January 1 thru December 31)**

<b><u>Routine Maintenance Work</u></b>	<b><u>Cost</u></b>
Intersections- Stand Alone Signals	\$ <u>190.80</u> per mo./per location x 6 locations = \$ <u>1,144.80</u>
Intersections- Signal System	\$ <u>190.80</u> per mo./per location x 12 locations = \$ <u>2,289.60</u>
Opticom Regular Inspection and Maintenance	\$ <u>49.30</u> per mo./per location x 18 locations = \$ <u>887.40</u>
<b>TOTAL ROUTINE MONTHLY COST</b>	\$ <u>4,321.80</u>

<b><u>Optional Work:</u></b>	<b><u>Anticipated Annual # of Occurrences</u></b>	<b><u>Unit Cost</u></b>	<b><u>TOTAL</u></b>
Loop Detector Cable	30 ft.	\$ <u>15.00</u> /lin. Ft.	\$ <u>450.00</u>
LOCATE conduit and/or cables: <i>(per hr. straight time)</i>	6 each	\$ <u>141.80</u> /hr.	\$ <u>850.80</u>
Controller ASC-3 (New)	1 each	\$ <u>2,750.00</u>	\$ <u>2,750.00</u>
Controller ASC-3 (Used)	2 each	\$ <u>0.01</u>	\$ <u>0.02</u>
Controller Cabinet	1 each	\$ <u>9,400.00</u>	\$ <u>9,400.00</u>
Opticom Light Detector Amp (2-Channel Model #452)	2 each	\$ <u>1,800.00</u>	\$ <u>3,600.00</u>
Opticom Light Detector (1-Chan/2-Dir) Model #721)	3 each	\$ <u>632.00</u>	\$ <u>1,896.00</u>
Opticom Beacon Lamp LED	3 each	\$ <u>0.01</u>	\$ <u>0.03</u>
Post & Base	2 each	\$ <u>0.01</u>	\$ <u>0.02</u>
Mast Arm	1 each	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
Combination Mast Arm	1 each	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
Traffic Signal Head - LED	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>
Pedestrian Push Buttons	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>
Ped Countdown Signals - LED	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>

**Additional costs quotes:**

Journeyman .....	\$ <u>212.80</u>	per hour
Service Truck .....	\$ <u>48.60</u>	per hour
Bucket/Boom Truck .....	\$ <u>72.90</u>	per hour
Auger Truck .....	\$ <u>97.20</u>	per hour
Trencher .....	\$ <u>40.50</u>	per hour
Backhoe .....	\$ <u>137.70</u>	per hour
Overtime .....	\$ <u>319.10</u>	per hour
Sunday & Holiday .....	\$ <u>425.50</u>	per hour

**2020 Contract Costs (January 1 thru December 31)**

**Routine Maintenance Work**

**Cost**

Intersections- Stand Alone Signals	\$ <u>190.80</u> per mo./per location x 6 locations = \$	<u>1,144.80</u>
Intersections- Signal System	\$ <u>190.80</u> per mo./per location x 12 locations = \$	<u>2,289.60</u>
Opticom Regular Inspection and Maintenance	\$ <u>49.30</u> per mo./per location x 18 locations = \$	<u>887.40</u>

**TOTAL ROUTINE MONTHLY COST**                      \$ 4,321.80

**Optional Work:**

**Anticipated Annual**

**# of Occurrences**

**Unit Cost**

**TOTAL**

Loop Detector Cable	50 ft.		\$ <u>15.00</u> /lin. Ft.	\$ <u>750.00</u>
LOCATE conduit and/or cables: <i>(per hr. straight time)</i>	9 each		\$ <u>141.80</u> /hr.	\$ <u>1,276.20</u>
Controller ASC-3 (New)	1 each		\$ <u>2,750.00</u>	\$ <u>2,750.00</u>
Controller ASC-3 (Used)	2 each		\$ <u>0.01</u>	\$ <u>0.02</u>
Controller Cabinet	1 each		\$ <u>9,400.00</u>	\$ <u>9,400.00</u>
Opticom Light Detector Amp (2-Channel Model #452)	4 each		\$ <u>1,800.00</u>	\$ <u>7,200.00</u>
Opticom Light Detector (1-Chan/2-Dir) Model #721)	4 each		\$ <u>632.00</u>	\$ <u>2,528.00</u>
Opticom Beacon Lamp LED	4 each		\$ <u>0.01</u>	\$ <u>0.04</u>
Post & Base	4 each		\$ <u>0.01</u>	\$ <u>0.04</u>
Mast Arm	1 each		\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
Combination Mast Arm	1 each		\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
Traffic Signal Head - LED	6 each		\$ <u>0.01</u>	\$ <u>0.06</u>
Pedestrian Push Buttons	24 each		\$ <u>0.01</u>	\$ <u>0.24</u>
Ped Countdown Signals - LED	24 each		\$ <u>0.01</u>	\$ <u>0.24</u>

**Additional costs quotes:**

Journeyman .....	\$ <u>212.80</u>	per hour
Service Truck .....	\$ <u>48.60</u>	per hour
Bucket/Boom Truck .....	\$ <u>72.90</u>	per hour
Auger Truck .....	\$ <u>97.20</u>	per hour
Trencher .....	\$ <u>40.50</u>	per hour
Backhoe .....	\$ <u>137.70</u>	per hour
Overtime .....	\$ <u>319.10</u>	per hour
Sunday & Holiday .....	\$ <u>425.50</u>	per hour

**2021 Contract Costs (January 1 thru December 31)**

<b><u>Routine Maintenance Work</u></b>	<b><u>Cost</u></b>
Intersections- Stand Alone Signals	\$ <u>190.80</u> per mo./per location x 6 locations = \$ <u>1,144.80</u>
Intersections- Signal System	\$ <u>190.80</u> per mo./per location x 12 locations = \$ <u>2,289.60</u>
Opticom Regular Inspection and Maintenance	\$ <u>49.30</u> per mo./per location x 18 locations = \$ <u>887.40</u>
<b>TOTAL ROUTINE MONTHLY COST</b>	\$ <u>4,321.80</u>

<b><u>Optional Work:</u></b>	<b><u>Anticipated Annual # of Occurrences</u></b>	<b><u>Unit Cost</u></b>	<b><u>TOTAL</u></b>
Loop Detector Cable	75 ft.	\$ <u>15.00</u> /lin. Ft.	\$ <u>1,125.00</u>
LOCATE conduit and/or cables: <i>(per hr. straight time)</i>	12 each	\$ <u>141.80</u> /hr.	\$ <u>1,701.60</u>
Controller ASC-3 (New)	1 each	\$ <u>2,750.00</u>	\$ <u>2,750.00</u>
Controller ASC-3 (Used)	2 each	\$ <u>0.01</u>	\$ <u>0.02</u>
Controller Cabinet	1 each	\$ <u>9,400.00</u>	\$ <u>9,400.00</u>
Opticom Light Detector Amp (2-Channel Model #452)	4 each	\$ <u>1,800.00</u>	\$ <u>7,200.00</u>
Opticom Light Detector (1-Chan/2-Dir) Model #721)	4 each	\$ <u>632.00</u>	\$ <u>2,528.00</u>
Opticom Beacon Lamp LED	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>
Post & Base	4 each	\$ <u>0.01</u>	\$ <u>0.04</u>
Mast Arm	1 each	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
Combination Mast Arm	1 each	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
Traffic Signal Head - LED	6 each	\$ <u>0.01</u>	\$ <u>0.06</u>
Pedestrian Push Buttons	18 each	\$ <u>0.01</u>	\$ <u>0.18</u>
Ped Countdown Signals - LED	18 each	\$ <u>0.01</u>	\$ <u>0.18</u>

**Additional costs quotes:**

Journeyman .....	\$ <u>212.80</u>	per hour
Service Truck .....	\$ <u>48.60</u>	per hour
Bucket/Boom Truck .....	\$ <u>72.90</u>	per hour
Auger Truck .....	\$ <u>97.20</u>	per hour
Trencher .....	\$ <u>40.50</u>	per hour
Backhoe .....	\$ <u>137.70</u>	per hour
Overtime .....	\$ <u>319.10</u>	per hour
Sunday & Holiday .....	\$ <u>425.50</u>	per hour

Village of Downers Grove

**IV. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, 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**

**PROPOSER:**

H&H Electric Co.

Date: 11/01/2018

Company Name

louie.veneziano@hh-electric.com

2830 Commerce Street

Email Address

Street Address of Company

Louie Veneziano

Franklin Park, Illinois 60131

Contact Name (Print)

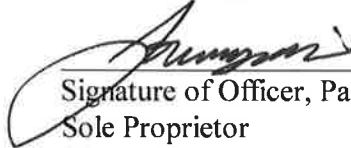
City, State, Zip

708-453-0202

708-453-2222

24-Hour Telephone

Business Phone



Signature of Officer, Partner or Sole Proprietor

708-453-2851

Fax

Louie Veneziano, President

Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Secretary Lenny Veneziano

**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 Proposal 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.

Village of Downers Grove



**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           | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor      | Limited Liability Company-Partnership                 |
| Partnership          | Limited Liability Company-Corporation                 |
| Medical              | <u>Corporation</u>                                    |
| Charitable/Nonprofit | Government Agency                                     |

**SIGNATURE:** *Louie Veneziano* **DATE:** 11/01/2018  
 Louie Veneziano, President

## Village of Downers Grove

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

With regard to Traffic Signal Maintenance, proposer H&H Electric Co. hereby certifies  
 (Name of Project) (Name of Proposer)  
 the following:

1. Proposer 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. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer 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. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer 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. Proposer 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 Proposer 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. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, 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. Proposer 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. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer 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. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.



Village of Downers Grove

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

BY:

  
Proposer's Authorized Agent  
Louie Veneziano, President

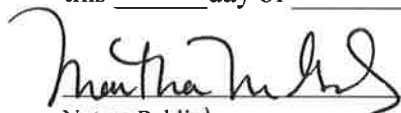
3 6 - 3 9 8 1 5 6

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or

Social Security Number

Subscribed and sworn to before me  
this 1st day of November, 2018.

  
Notary Public)



(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer 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

## Village of Downers Grove

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

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

**(c) Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: 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?

Insurer's Name Brian Hollamon

Agent VIP Risk Solution, Inc.

Street Address 1821 Walden Office Square, Suite 400

City, State, Zip Code Schaumburg, Illinois 60173

Telephone Number (847) 303-5815

**I/We 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: 11/01/2018

Village of Downers Grove

# 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 Proposer: H&H Electric Co.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the proposer 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 proposer will perform with its own forces. The proposer 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 proposer 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 proposer is a participant and that will be performed with the proposer'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 proposer 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: 11/01/2018

# The 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.



*L. L. Chao*

Secretary of Labor

*Anthony Dunge*

Administrator, Apprenticeship Training, Employer and Labor Services

Village of Downers Grove

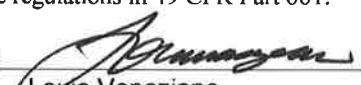
**BUY AMERICA CERTIFICATION**

**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).*

<b><i>Certificate of Compliance</i></b>	
The bidder or offeror hereby certifies that it <b>will meet</b> 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	President
Date	11/01/2018

<b><i>Certificate of Non-Compliance</i></b>	
The bidder or offeror hereby certifies that it <b>cannot comply</b> 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.

## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
--

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 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: 11/01/2018

Village of Downers Grove

Campaign Disclosure Certificate

**CAMPAIGN DISCLOSURE CERTIFICATE**

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.

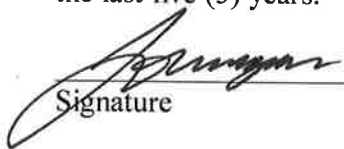
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

By signing the bid documents, contractor/proposer/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.

Under penalty of perjury, I declare:

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

  
Signature

Louie Veneziano  
Print Name

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

Print the following information:  
Name of Contributor: N/A  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



# Village of Downers Grove

## Consultant Evaluation

---

---

Contractor: H&H Electric

Project: Street Light Maintenance

Primary Contact: Phone: 708-453-2222

Time Period: 2015 to Present

On Schedule (allowing for uncontrollable circumstances)  Yes  No

Provide details if early or late completion:

Change Orders (attach information if needed): N/A

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: 12/3/2018