

**PROJET MANUAL  
FOR**

**2018 TRAFFIC SIGNAL MAINTENANCE CONTRACT**



**VILLAGE OF VILLA PARK  
20 SOUTH ARDMORE AVENUE  
VILLA PARK, ILLINOIS 60181**

**SEPTEMBER 2018**

**2018 TRAFFIC SIGNAL MAINTENANCE CONTRACT**

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**ADVERTISEMENT FOR BID  
VILLAGE OF VILLA PARK  
Friday, August 31, 2018**

**PROJECT: 2018 TRAFFIC SIGNAL MAINTENANCE CONTRACT**

This contract is for the maintenance of traffic signals located at the intersections of St. Charles Road and Westmore Avenue, St. Charles and Addison Avenue, St. Charles and Ardmore Avenue and St. Charles and Villa Avenue. The maintenance contract includes traffic control standards, control boxes, and all other related equipment

**BID DEADLINE: TUESDAY, SEPTEMBER 18, 2018 AT 10:00 A.M.**

The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

**NOTICE:**

Sealed proposals for the **2018 TRAFFIC SIGNAL MAINTENANCE CONTRACT** will be received by the Village of Villa Park Department of Public Works Villa Park, Illinois at the reception desk located at 11 W. Home Avenue, until the Bid Deadline. Immediately thereafter, the proposals will be publicly opened and read aloud at Public Works. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village.

Proposals shall be submitted in accordance with the Contract Documents prepared by the Village of Villa Park, Department of Public Works.

**BID SECURITY**

Bid security shall be in the form of a certified check or cashier's check made payable to the Village of Villa Park in an amount of \$500 or a bid security in the amount of not less than five percent (5%) of the Bid shall accompany each Bid in accordance with the Bidding documents.

**RIGHTS RESERVED:**

The Village of Villa Park reserves the right to reject any and all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interest of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, Bidder agrees to be bound by that determination.

**WAGE RATES:**

The contractor shall be required to pay not less than the prevailing wage rates on the project as established by the Village. Copies of these wage rates are on file in the office of the Public Works Department and incorporated in the Contract Documents.

**CONTRACT DOCUMENTS:**

The Bidding Documents are on file at the Public Works office, 11 W. Home Avenue, Villa Park, Illinois 60181.

**PUBLISHED BY AUTHORITY OF THE VILLAGE OF VILLA PARK, ILLINOIS, DUPAGE COUNTY.**

NOT FOR BID

By:

Rich Salerno  
Deputy Director of Public Works

## INSTRUCTIONS TO BIDDERS

Proposals shall be to the Village of Villa Park on Bidder's letterhead or proposal form included in these specifications. Proposal shall be submitted in sealed envelope and addressed to the Director of Public Works, Village of Villa Park, Department of Public Works, 20 S. Ardmore Avenue, Villa Park, Illinois 60181 and shall be marked:

### **SEALED PROPOSAL FOR 2018 TRAFFIC SIGNAL MAINTENANCE CONTRACT.**

Proposals must be received at the Village of Villa Park on or before **TUESDAY, SEPTEMBER 18, 2018 AT 10:00 A.M. LOCAL TIME.**

The Village of Villa Park reserves the right to defer the acceptance of a proposal for a period not to exceed thirty (30) calendar days after the date proposals are to be received and to waive technicalities and to reject any or all proposals, and to accept the proposal which best meets the requirements and needs of the Village.

The successful bidder shall be the bidder with the lowest **total** bid. Proposals must meet all contract requirements of the following section entitled "**REQUIREMENTS FOR TRAFFIC SIGNAL MAINTENANCE INCLUDING ALL RELATED EQUIPMENT FOR THE INTERSECTIONS OF ST CHARLES ROAD AND WESTMORE AVENUE, ST. CHARLES ROAD & ADDISON ROAD, ST. CHARLES ROAD & ARDMORE AVENUE, AND ST. CHARLES ROAD & VILLA AVENUE**".

This Traffic Signal Maintenance Contract is a **three year contract**. Bids submitted for a one (1) year contract will not be accepted. All acceptable bid proposals must be for the period starting October 1, 2018 and running through September 30, 2021.

Each bid must be accompanied by bid security made payable to the Village of Villa Park in an amount of \$500.

Federal and state taxes are not to be included in the proposal prices.

Proposal prices shall be firm for forty-five (45) calendar days.

**REQUIREMENTS FOR TRAFFIC SIGNAL MAINTENANCE  
INCLUDING ALL RELATED EQUIPMENT FOR THE INTERSECTIONS OF  
ST. CHARLES ROAD & WESTMORE AVENUE, ST. CHARLES ROAD  
& ADDISON ROAD, ST. CHARLES ROAD & ARDMORE AVENUE,  
AND ST. CHARLES & VILLA AVENUE**

1. Patrol the traffic control signal system once every two (2) weeks and replace burned out or damaged lamps, L.E.D. bulbs, neon tubes, and sockets regardless of cause, as may be required. The reflector and lens will be cleaned each time a lamp is replaced or as needed.
2. Keep signal posts, control pedestals, and foundations in alignment at all times.
3. Keep signal posts and control pedestals tight on foundation.
4. Keep signal heads and control housings tight on their pedestals and properly adjusted.
5. Keep detector equipment in proper working order at all times.
6. Check the controllers, relays, and detectors at least once every two (2) weeks to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Furnish and install temporary controller whenever necessary.
8. Maintain proper timing and dial settings of the controls and detector relays as directed.
9. Keep interior of control housing in a neat and workmanlike manner at all times. Replace cabinet air filters where applicable as condition dictates.
10. Remove to clean and overhaul each control unit, relays, special auxiliary control equipment and time clock once a year or more frequently if necessary. A record tag shall be attached to each controller on which shall be indicated the date of overhaul or other service work.
11. Clean, adjust, and overhaul motors in flashing signals whenever it is necessary.
12. Replace burned out fuses.
13. Clean reflectors, lenses, and lamps once every four (4) months.

14. Wash all painted components exposed to weather at intervals not exceeding twelve (12) months.
15. Keep all painted components exposed to weather painted.
16. Replace defective or damaged equipment which is part of the specific traffic control installation.
17. Repair or replace any and all equipment damaged by any cause whatsoever, except damage resulting from major disasters declared in DuPage County such as fires, floods, acts of public enemy, riots, and acts of God.
18. The Contractor reserves the right to make recovery for damage to any part of the installation or systems from the party causing the damage.
19. Whenever repairs at a signalized intersection require that the controller be disconnected, the Contractor shall place a stop sign on each approach to the intersection as a temporary means of regulating traffic. However, if power is available, the Contractor shall install a flasher, flashing red on all approaches to the intersection.
20. Respond to emergency calls from authorized parties twenty-four (24) hours a day, including Saturdays, Sundays, and holidays. Controller failure, lights out, knockdowns, or two (2) red lights out at an intersection are considered emergencies. All emergencies must be responded to within two (2) hours of notification.
21. Visually inspect timing intervals and coordination programs. Maintain proper coordination between interconnected controllers; the Contractor shall make no changes to the timing plans unless approved by the Director of Public Works or his designee. The Contractor must have updated controller databases of the signal system in Econolite Aries software and must compare them to the Central Computer databases at least once a month. The Contractor shall be responsible for obtaining and using PC Anywhere or similar software in order to connect to the system via the Central Computer. The Director of Public Works or his designee must give approval prior to any connection with the Central Computer.
22. Maintain all interconnect fiber cables and transceivers throughout the St. Charles Road system, including from the Master Controller to the Central Computer located in the Village of Villa Park Public Works building.
23. Ensure that push buttons are present, pointed in the correct direction and

functioning.

24. Ensure that Emergency Vehicle Preemption Equipment is present and functioning. Contractor shall notify the Public Works Director or his designee or Fire Department when not working or missing.
25. All conflict monitor units shall be tested annually. Documentation of each test shall be given to the Public Works Director or his designee.
26. The Contractor's system monitoring functions shall include, but not be limited to, the reception of telephone calls from the Central Computer and the storing, displaying, and acting upon any reported events alarms, equipment failures, and operational exceptions. The Contractor shall program the system so that they will be able to receive all system alarms, events and messages.
27. Any additional traffic control intersections may be added to this contract at the unit price shown in the agreement.
28. Village must be provided with a twenty-four (24) hour emergency number where contractor can be reached at all times of day or night.
29. Contractor must carry all necessary property damage and liability insurance involving the operation of the signals.



## **INSURANCE REQUIREMENTS**

Indemnification. Contractor, individually and for its employees, agents and assigns, and heirs, executors and administrators thereof, (hereinafter collectively referred to as "Contractor"), expressly waives any and all rights or claims for damages, other than rights or claims for intentional tort or willful and wanton misconduct, which the Contractor may have against the Village of Villa Park, its officers, employees, representatives, agents, successors, assigns and attorneys and other than the obligations expressly agreed to by the Village of Villa Park in the other provisions of this document. Contractor shall indemnify, defend and hold harmless the Village of Villa Park, its officers, employees, agents, representatives, successors, assigns and attorneys from and against any and all claims, actions, suits, liability, loss, damage, judgments and expenses including, without limitation, reasonable investigation, legal expenses and attorneys' fees, arising out of or related in any way to this agreement, other than the obligations and liabilities expressly agreed to by the Village of Villa Park as contained in this document.

Insurance. Contractor agrees at all times to provide Public Liability and Property Damage insurance, naming the Village as an additional insured, in the following amounts:

Comprehensive General Liability in the amount of \$1,000,000 (one million dollars) combined single limit per occurrence for Bodily Injury and Property Damage. The general aggregate shall be twice the required occurrence limit.

Comprehensive Automobile Liability in the amount of \$1,000,000 (one million dollars) combined single limit per occurrence for Bodily Injury and Property Damage.

Contractor's insurance coverage shall be primary. Insurance is to be placed with insurers with a Best's rating of no less than A:XIII. Contractor shall provide statutory Worker's Compensation insurance and \$1,000,000 Employer's Liability insurance for its employees. Contractor shall furnish Village with certificates of coverage, evidencing the above-referenced coverages and limits. The Contractor will also forward to the Village copies of the policy endorsements naming the Village of Villa Park and its officers and employees as additional insureds and indicating that the Contractor's insurance is primary. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein related in any way to the subject matter of this Agreement.

## PREVAILING WAGES

Any public works project, (including demolition projects) must adhere to all elements of the Prevailing Wage Act (820 ILCS 130/1-12). Not less than the most recent prevailing wage rate (as determined by the Illinois Department of Labor) must be paid to all laborers, workers, and mechanics performing work under the project.

Adherence to all requirements of the State of Illinois must be followed and Contractor must be familiar with the same in order to perform the public works project required.

A. All laborers, workers and mechanics performing work under the contract must be paid no less than the prevailing rates on wages in the county in which the project is located. The contractor must include the same requirements in its project specifications and contracts for any subcontractors, which, in turn, must write the same requirements into their project specifications and contract for lower tiered subcontractors or suppliers. If the contractor awards work to a subcontractor without a contract or contract specification, the contractor shall provide the subcontractor with a written statement indicating that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work on this project.

B. The contractor and each subcontractor must make and keep, for a period of not less than three years, records of all laborers, mechanics and other workers employed by them on the project. The records must include each worker's name, address and telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of each work day. Upon seven business days notice the contractor and each subcontractor shall make available for inspection these records to the Owner.

The contractor and each subcontractor must submit monthly a certified payroll to the public body in charge of the project. The certified payroll must consist of a complete copy of the required records, listed above, except the starting and ending times of each work day. The certified payroll must also be accompanied by a statement signed by the contractor or subcontractor representing that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Wage Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she know to be false is a Class B misdemeanor.

C. The most recent Prevailing Wage Rate Determination for DuPage County is attached to and incorporated in the Contract Documents. Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These rates may be accessed by computer at <http://www.state.il.us/agency/idol/rates/rates.htm>. As required by the Prevailing Wage Act any and all such revisions supersede the Owner's

March determination. Bidders and contractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligation in accordance with the Contract Documents.

By its execution of a contract with the Owner, contractor, acknowledges and agrees that the foregoing notice of periodic revision to the prevailing wage rates satisfied any obligation of the Owner to notify the contractor of any such revisions to the prevailing wage rates during the term of the contract.

D. The Illinois Department of Labor maintains a list of contractors and subcontractors found to have disregarded their obligations to employees under the Act. The list includes contractors and subcontractors who on two separate occasions within five years have been determined to have violated the Act.

No contract may be awarded to a contractor or subcontractor appearing on the list, or to an entity in which the contractor or subcontractor has an interest, until four years have elapsed from the date of the publication of the list. Please note that this list is available on the IDOL website at <http://www.state.il.us.agency/idol/listing/debar.htm>.

E. All contractors' and subcontractors' bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this contract/specification or by other written instrument.

#### **Applicable laws and regulations.**

Contractor agrees to comply at all times with all applicable laws, ordinances, and regulations of the Village of Villa Park, County of DuPage, State of Illinois, and United States Government. This Agreement is subject to and governed by the Rules and Regulations of the Illinois Fair Employment Practices Act. Contractor agrees and warrants to comply with all applicable local, state and federal laws concerning prevailing wage rates and all local, state and federal laws and requirements regarding equal employment opportunities. The laws of the State of Illinois shall govern this contract.

The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this contract and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. Neither the Village nor the Contractor shall assign, sublet, or transfer its interest in this contract without the prior written consent of the other, and then only if the assignee, sublessee, or transferee countersigns and agrees to the provisions of this contract.

Notices. All notices or communications provided for herein shall be in writing and shall be

delivered to Village or Contractor either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the Village as follows:

Village of Villa Park  
20 S. Ardmore  
Villa Park, Illinois 60181  
ATTN: RISK MANAGER

with copies to:

VILLAGE OF VILLA PARK  
Department of Public Works  
11 W. Home Avenue  
Villa Park, Illinois 60181  
ATTN: PUBLIC WORKS DIRECTOR

NOT FOR BID

**BID PROPOSAL SHEET**

BIDDER HAS READ SECTION ENTITLED "REQUIREMENTS FOR TRAFFIC SIGNAL MAINTENANCE INCLUDING ALL RELATED EQUIPMENT FOR THE INTERSECTIONS OF ST. CHARLES ROAD & WESTMORE AVENUE, ST. CHARLES ROAD & ADDISON ROAD, ST. CHARLES ROAD & ARDMORE AVENUE, AND ST. CHARLES ROAD AND VILLA AVENUE. BIDDER'S PROPOSAL REFLECTS COMPLIANCE WITH ALL ITEMS (NUMBERS 1 THROUGH 29).

YES \_\_\_\_\_ NO

2018 CONTRACT PRICE	\$
2019-2020 CONTRACT PRICE	\$
2021 CONTRACT PRICES	\$
TOTAL CONTRACT PRICE	\$
AMOUNT OF QUARTERLY INVOICES	\$

BIDDER INFORMATION:

(NAME)

(STREET ADDRESS)

(TOWN, STATE, ZIP)

\_\_\_\_\_  
(TELEPHONE No.)

(FAX No.)

## CONTRACT

THIS CONTRACT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by  
and between the VILLAGE OF VILLA PARK, ILLINOIS (hereinafter called OWNER) and  
\_\_\_\_\_ (hereinafter called CONTRACTOR). OWNER and  
CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as  
follows:

### ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the  
Contract Documents. The project for which the work under the Contract  
Documents is generally described as follows: **2018 TRAFFIC SIGNAL  
MAINTENANCE CONTRACT.**

### ARTICLE 2 - CONTRACT TIME

The maintenance of the traffic signals as described in the Contract  
Documents is for a three year period running from October 1, 2018 through  
September 30, 2021.

### ARTICLE 3 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for work in accordance with the Contract  
Documents in current funds as shown in the Bid Form as accepted by  
OWNER.

### ARTICLE 4 - PAYMENT PROCEDURES

CONTRACTOR shall submit quarterly invoices to OWNER based on total  
contract amount. These invoices shall be processed in a timely manner.

### ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, performance or furnishing of the Work.

#### **ARTICLE 6 - CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR concerning the work consist of the following:

1. Advertisement for Bids
2. Instructions to Bidders
3. Requirements of Maintenance Contract
4. Wage Rates
5. Insurance Requirements
6. Contractor's Bid
7. This Contract
8. Addenda

There are no Contract Documents other than those listed above in this Article 6.

#### **ARTICLE 7 - MISCELLANEOUS**

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

\_\_\_\_\_, having executed a contract for  
(Name of contractor)

**2018 TRAFFIC SIGNAL MAINTENANCE CONTRACT**, with the Village of Villa Park, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 720 of the Illinois Compiled Statutes (720 ILCS 5/33E-3 and 5/33E-4).

By:

Authorized Agent or Contractor

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public



IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Contract will be effective on \_\_\_\_\_, 20\_\_\_\_\_.

OWNER:

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

BY:

\_\_\_\_\_

BY:

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: \_\_\_\_\_

Attest:

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.

(If required by State or Municipal Law)

**NOT FOR BID**