

**PROJECT MANUAL
FOR
2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT**



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

JULY 2021

2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT

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**ADVERTISEMENT FOR BIDS
VILLAGE OF VILLA PARK
FRIDAY, JULY 16, 2021**

PROJECT: 2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT

This contract is for the maintenance of traffic signals located at the intersections of 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.

This Traffic Signal Maintenance Contract is a three year contract. Bids that do not provide lump sum unit bid prices for all three years will be rejected. All acceptable bid proposals shall be for the period starting October 1, 2021 and running through September 30, 2024.

Please note that the intersection of St. Charles Road and Westmore Avenue, while included in previous Traffic Signal Maintenance Contracts, has been removed from this Maintenance Contract.

BID DEADLINE: MONDAY, AUGUST 2, 2021, 10:00 AM LOCAL TIME

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: Proposals for the **2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT** will be received electronically by the Village of Villa Park, Illinois, through QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #7934877** until the Bid Deadline. Immediately thereafter, the proposals will be opened and read aloud via Zoom. 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. The Bid Opening Zoom meeting may be accessed as follows:

<https://us06web.zoom.us/j/89315063018?pwd=cFNxMnhPVTZPOGZSOGVSaDZEMzBXdz09>

Meeting ID: 893 1506 3018
Passcode: 574295

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

BIDDER QUALIFICATIONS: Bidders, in submitting a Bid, shall comply with all applicable Federal, State and Local laws and requirements; shall provide documentation of that compliance in accordance with the requirements of the Contract Documents or as requested by the Village; and, in submitting a Bid, Bidders affirm that they are qualified under all applicable laws and requirements to do so, and agree to be bound by the

determination of the Village as to Bidder's compliance and qualifications.

BID SECURITY: Bid security in the amount of not less than ten percent (10%) of the Bid shall accompany each Bid in accordance with the Bidding Documents.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the Village for one-hundred percent (100%) of the Contract Price, in accordance with the requirements of the Contract Documents.

REQUESTS FOR INFORMATION OR CLARIFICATION: All requests for information or clarification shall be submitted to the Village of Villa Park by email to publicworks@invillapark.com. All responses that are provided to requests for information or clarification will be provided through QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #7934877**.

The Village will accept requests for information or clarification submitted in accordance with the above requirements until **TUESDAY, JULY 27, 2021, 12:00 PM LOCAL TIME**. Requests for information or clarification received after such time will not be accepted and will receive no response.

ADDENDA: The Village reserves the right to modify the Bidding Documents.

BID ACCEPTANCE PERIOD: All bids shall remain subject to acceptance by the Village for a period of 60 calendar days from the date of the bid opening. The Village may extend the acceptance period by up to an additional 60 calendar days upon written notice to all bidders by the Village. The Village may, in its sole discretion, release any bid and return the bid bond prior to the end of the acceptance period.

RIGHTS RESERVED: The Village will select the lowest, most responsible bidder based upon the total bid price. The Village reserves the right to reject any or all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests 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.

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

WAGE RATES: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

TAXES: No taxes, federal, state, or otherwise, are to be included in bid prices.

BIDDING DOCUMENTS: The Bidding Documents may be obtained from QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #7934877** for a non-refundable fee of thirty dollars (\$30.00). An active QuestCDN account and login are required. Questions or issues regarding the QuestCDN platform shall be directed to QuestCDN by phone at 952-233-1632 or by email at info@questcdn.com. Hard copies of bidding documents will not be made available. An electronic "Not for Bid" version of the bidding documents in Portable Document Format (PDF) will be available for download on the project page on the Village of Villa Park's website at <https://www.invillapark.com>. This version of the bidding documents is for informational purposes only and may not be used for the preparation or submittal of a bid.

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

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

1. Patrol the traffic control signal system once every month and replace burned out or damaged lamps, L.E.D. bulbs, 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. A record tag shall be attached to each control cabinet on which shall be indicated the date of maintenance or other service work completed.
2. Keep signal posts, control pedestals, and foundations in alignment at all times.
3. Keep signal posts and control pedestals tight on foundations.
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 once every month 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 housings 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. Replace burned out fuses.
12. Clean reflectors, lenses, and lamps once every four (4) months.
13. Wash all painted components exposed to weather at intervals not exceeding twelve (12) months.
14. Keep all painted components exposed to weather painted.

15. Replace any and all defective or damaged equipment which is part of the specific traffic control installation.
16. 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.
17. The Village will not be responsible for seeking recovery of any costs or damages resulting from damage to any part of the installation or systems. The Contractor shall, if they so choose, be responsible for seeking recovery of any and all costs and damages resulting from damage to any part of the installation or systems from the party causing the damage.
18. Whenever repairs at a signalized intersection require that a controller or signals be out of service, the Contractor shall place a temporary controller and/or temporary signals, as needed, as a temporary means of regulating traffic.
19. Contractor shall respond to emergency calls from authorized parties twenty-four (24) hours a day, including Saturdays, Sundays, and holidays. Emergencies shall be defined to include, but not be limited to, controller failure, lights out, knockdowns, or two (2) or more red lights out at a single intersection. Contractor shall respond to all emergencies within two (2) hours of notification.
20. 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 mobile equipment and 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.
21. 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.
22. Ensure that push buttons are present, pointed in the correct direction and functioning. Ensure that pedestrian lights and countdowns are functioning.
23. Ensure that Emergency Vehicle Preemption (EVP) equipment is present and functioning. Contractor shall notify the Public Works Director or his designee when not working or missing.
24. All conflict monitor units shall be tested annually. Documentation of each test shall be given to the Public Works Director or his designee.

25. 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.
26. The Village shall be provided with a twenty-four (24) hour emergency number where contractor can be reached at all times of day or night.
27. Contractor shall carry all necessary insurance policies and coverages as described in the section "Insurance and Indemnification Requirements".

NOT FOR BID

INSURANCE AND INDEMNIFICATION REQUIREMENTS

Insurance. Contractor shall at all times carry insurance policies naming the Village of Village Park as certificate holder and as additional insured, which policies shall include at a minimum the following coverages and the following coverage amounts:

Commercial General Liability in an amount not less than \$2,000,000 combined single limit per occurrence for Bodily Injury and Property Damage and in an amount not less than \$4,000,000 general aggregate.

Automobile Liability in an amount not less than \$2,000,000 combined single limit per occurrence for Bodily Injury and Property Damage.

Workers Compensation in an amount not less than the required statutory amount.

Employers' Liability in an amount not less than \$1,000,000.

Contractor's insurance coverage shall be primary. Insurance is to be placed with insurers with an A.M. Best's rating of not less than A:XIII.

Contractor shall provide to the Village certificates of coverage, evidencing the above-referenced coverages and limits. Contractor shall also provide to the Village copies of the policy endorsements naming the Village of Villa Park as certificate holder on each policy and 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 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. Contractor shall provide renewed certificates and policy endorsements to the Village a minimum of 30 days prior to the expiration of any previous certificates.

Indemnification. Contractor, individually and for its employees, agents, assigns, 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.

PREVAILING WAGE REQUIREMENTS

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

BIDDER HAS READ SECTION ENTITLED "REQUIREMENTS FOR TRAFFIC SIGNAL MAINTENANCE" AND BIDDER'S PROPOSAL REFLECTS COMPLIANCE WITH ALL ITEMS.

YES _____

NO _____

October 1, 2021 thru September 30, 2022 CONTRACT PRICE \$ _____

October 1, 2022 thru September 30, 2023 CONTRACT PRICE \$ _____

October 1, 2023 thru September 30, 2024 CONTRACT PRICE \$ _____

TOTAL CONTRACT PRICE \$ _____

BIDDER INFORMATION:

(NAME)

(STREET ADDRESS)

(CITY, STATE, ZIP)

(TELEPHONE No.)

(Email address)

CONTRACT

THIS CONTRACT is dated as of the _____ day of _____ in the year 2021 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: **2021 TRAFFIC SIGNAL MAINTENANCE CONTRACT.**

ARTICLE 2 - CONTRACT TIME

The length of this Contract as described in the Contract Documents shall be for a three year period beginning on October 1, 2021, and ending September 30, 2024.

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 monthly invoices to OWNER based on total contract amount divided by 12.

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. Requirements for Traffic Signal Maintenance
3. Insurance and Indemnification Requirements
4. Prevailing Wage Requirements
5. Bid Proposal
6. Contract
7. 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 the
(Name of contractor)

2021 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 _____, 2021.

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 as of the _____ day of _____, 2021.

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)