

SPECIFICATIONS AND DOCUMENTS

for

Street Light Maintenance Services

Required For Use By:

VILLAGE OF WILLOWBROOK
Willowbrook, Illinois 60527

- PROPOSALS TO BE EXECUTED IN DUPLICATE
- ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC
- ALL INSURANCE REQUIREMENTS **MUST** BE MET

ACCOUNT NUMBER: _____

DEPOSIT: _____

5% of Bid Amount *(See Page 4, Item 5)*
(Certified Check, Bank Cashier's Check or Bid Bond)

BOND(S) REQUIRED: _____

(See Page 4, Item 6)

DRAWINGS: _____

N/A

PROPOSALS DUE: _____

Friday, April 27, 2012 by 10:30 AM

VILLAGE HALL
7760 Quincy Street
Willowbrook, Illinois 60527

Issued by:

Village of Willowbrook, Illinois
7760 Quincy Street
Willowbrook, Illinois 60527
(630) 323-8215

REQUEST FOR PROPOSAL

The Village of Willowbrook will be accepting proposals for the item listed. Proposals will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until Friday, April 27, 2012 at 10:30 AM.

Specifications may be obtained at the Village Hall, weekdays, between 8:30 a.m. and 4:30 p.m. Questions may be directed to the Municipal Services Department at (630) 920-2261.

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this proposal.

The Village of Willowbrook reserves the right to reject any or all proposals, to waive technicalities, and to accept any proposal which is deemed to be in the best interest of the Village of Willowbrook.

The Village of Willowbrook, Illinois, does not discriminate on the basis of disability in the admission or access to, treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all Village of Willowbrook services, programs, and activities. The Village has a designated coordinator to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulation, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.5 of the U.S. Department of Housing and Urban Development regulations. For information, contact the Tim Halik, Village of Willowbrook, 7760 Quincy Street, Willowbrook, Illinois, 60527; (630) 323-8215, TDD (630)920-2259.

Upon request, this information can be made available in large print, audio tape, and/or computer disk.

(2)

I. GENERAL CONDITIONS

1. DEFINITIONS

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. CONTRACTOR or VENDOR shall mean:

B. VILLAGE shall mean the Village of Willowbrook, DuPage County Illinois, an Illinois Municipal Corporation.

2. PREPARATION AND SUBMISSION OF PROPOSAL

The vendor must submit his/her proposal in duplicate on the forms furnished by the Village of Willowbrook. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars.

**ALL PROPOSALS SHALL BE SUBMITTED INCLUDING
THE FOLLOWING INFORMATION ON THE FACE:**

**VENDOR'S NAME, ADDRESS, SUBJECT MATTER OF PROPOSAL,
DESIGNATED DUE DATE AND HOUR DESIGNATED FOR PROPOSALS TO
BE SUBMITTED BY.**

(3)

3. WITHDRAWAL OF PROPOSAL

Vendors may withdraw their proposals at any time prior to the time specified in the Request for Proposal Notice as the closing time for the receipt of proposals.

However, no proposal shall be withdrawn or cancelled for a period of sixty (60) calendar days after said advertised closing time for the submittal of proposals, nor shall the successful proposal be withdrawn, cancelled, or modified after having been accepted by the Village.

4. SUBMISSION OF ALTERNATE PROPOSALS

Vendor may submit alternate proposals provided that:

- Proposals meet Village Specifications and are submitted separately.
- The Village shall not consider an alternate proposal which fails to meet specifications.

5. BID DEPOSIT

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a certified check, a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Willowbrook, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned within twenty (20) calendar days after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded. The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

6. SECURITY FOR PERFORMANCE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within seven (7) calendar days after acceptance of the bid by the Village, furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond within seven (7) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

7. EQUIVALENT PRODUCTS

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Vendor proposes to furnish the item as identified. If the Vendor proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the proposal. The Village shall be the sole determiner of the equality of the substitute offered.

8. BASIS OF AWARD

The Village reserves the right to accept or reject any and all proposals, in whole or in part, and to waive technicalities.

9. ACCEPTANCE OF PROPOSAL

The Village shall make its determination with respect to proposals within sixty (60) days, or within ninety (90) days where approval by other agencies is required, from the deadline date of receiving proposals. Should the Village fail to act within the times herein specified, all proposals shall be rendered null and void.

10. CATALOGS

Each Vendor shall submit catalogs, descriptive literature and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like, in order to fully describe the material or work proposed to be furnished.

11. DELIVERY

All materials shipped to the Village of Willowbrook must be shipped F.O.B. freight prepaid, designated location Willowbrook, Illinois. The materials must then be delivered where directed, and unloaded by the successful Vendor, or his/her agent. All deliveries shall be deemed to be "inside delivery". Truck deliveries shall be accepted before 2:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays. The quantity of material delivered by truck shall be ascertained from a weight certificate issued by a duly licensed public weight-master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the Village reserves the right to re-weigh at the nearest available railroad scale.

12. GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the successful Vendor and shall be delivered to the Village before the final payment voucher is issued.

13. SUBLetting OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No proposal accepted by the Village of Willowbrook shall be assigned, in whole or in part, or any part of the same sub-contracted without the written consent of the Village Administrator. In no case shall such consent relieve the successful Vendor from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Vendor. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Vendor shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Village Administrator having first been obtained.

14. COMPETENCY OF CONTRACTOR

No proposal shall be accepted from any person, firm or corporation that is in arrears or is in default to the Village of Willowbrook upon any debt, or other obligation or who has failed to perform faithfully any previous contract with the Village.

The Contractor, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications. The Village hereby reserves the right to reject any proposal submitted by a Vendor who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

15. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS

The equipment supplied to the Village of Willowbrook 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. Vendor may be required at his/her expense to provide training to Village employees in the operation of equipment and its maintenance at the convenience of the Village.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Vendor will strictly comply with all ordinances of the Village of Willowbrook, the County of DuPage, and the laws of the State of Illinois and United States Government.

16. SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the successful Vendor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for first aid.

17. MATERIAL INSPECTION AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this proposal. The Village does not assume any responsibility for the availability of any materials and equipment required under this proposal.

18. TOXIC SUBSTANCES

Successful Vendor shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Vendor at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Vendor.

19. PRICE REDUCTIONS

If at any time after a proposal is accepted the successful Vendor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the proposal for the duration of the job (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Vendor's customers generally, or (2) in the successful Vendor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for submittal on this proposal. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Vendor shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Vendor, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the proposal.

20. TERMINATION OF PROPOSAL

- A. The Village may, by written notice of default to the successful Vendor, terminate the whole or part of this proposal in any one of the following circumstances:
 1. If the successful Vendor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Vendor); or
 2. If the successful Vendor fails to perform any of the other provisions of this proposal, or so fails to make progress as to endanger performance of this proposal in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
 3. If it is determined that successful Vendor knowingly falsified information provided to the Village.
 4. If it is determined that successful Vendor offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
 5. Any order is entered in any proceeding against the successful Vendor decreeing the dissolution of the successful Vendor and such order remains in effect for sixty (60) days.

6. The successful Vendor shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Vendor, or commence any proceedings relating to the successful Vendor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Vendor, and the successful Vendor indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Vendor bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.

B. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Vendor shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Vendor shall continue the performance of this proposal to the extent not terminated under the provisions of this clause.

21. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

EQUAL EMPLOYMENT OPPORTUNITY

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

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 handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.
2. That, if it hires additional employees in order to perform this work proposal 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 under utilized.

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 handicap unrelated to ability, or an unfavorable discharge from military service.
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 contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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.
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 purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
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 contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

22. INSURANCE SPECIFICATIONS

- A. The successful Vendor shall not commence work under the proposal until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
- B. The successful Vendor shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>	
<u>COMMERCIAL GENERAL LIABILITY</u>		
1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE	
2. Premises - Operations	FOR BODILY INJURY AND PROPERTY	
3. Explosion & Collapse Hazard	DAMAGE	\$1,000,000
4. Underground Hazard		
5. Products/Completed Operations Hazard	PERSONAL INJURY PER OCCURRENCE	
6. Contractual Liability Coverage Included		\$1,000,000
7. Broad Form Property Damage - construction projects only.	GENERAL AGGREGATE	\$2,000,000
8. Independent contractors		
9. Personal Injury		
Business Automobile Liability Any Auto, Owned, Non-Owned Rented/Borrowed	COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE	\$1,000,000
Worker's Compensation and Occupational Diseases	STATUTORY LIMIT	
Employer's Liability Insurance per Occurrence	\$500,000	

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement (Exhibit A); (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001, Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

- C. In the event of accidents of any kind, the successful Vendor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- D. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Vendor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

23. INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF WILLOWBROOK ("The Village")

Attention: Administration Department

7760 Quincy Street

Willowbrook, Illinois 60527

A. POLICY INFORMATION.

1. Insurance Company _____
2. Policy Number _____
3. Policy Term: (From) _____ (To) _____
4. Endorsement Effective Date _____
5. Named Insured _____
6. Address of Named Insured _____
7. Limit of Liability Any One Occurrence/
Aggregate \$ _____
8. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ _____

B. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Vendor shall, **within seven (7) calendar days** after acceptance of the proposal by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within seven (7) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

C. POLICY AMENDMENTS.

Each policy shall contain, or be endorsed to contain, the following provisions:

1. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

2. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS
AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Vendor's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

3. SEVERABILITY OF INTEREST.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS
AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

4. SUBCONTRACTORS.

(ALL COVERAGES)

The successful Vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in these General Conditions.

**5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER
ACCIDENT OR LOSS.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS
AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

6. CANCELLATION NOTICE.

(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

7. SUBROGATION.

(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Vendor for the Village.

8. ACCEPTABILITY OF INSURERS.

(ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-,VII and licensed to do business in the State of Illinois.

9. ASSUMPTION OF LIABILITY.

(ALL COVERAGES)

The successful Vendor assumes liability for all injury to or death of any person or persons including employees of the successful Vendor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in anyway arising out of any work performed pursuant to the contract.

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, _____ (print/type name), warrant, and by my signature hereon do so certify, that the required coverage is in place.

Signature of: _____
Authorized Representative (Original signature required on endorsement furnished to the Village).

Title: _____

Organization: _____

Address: _____

Phone: _____ Fax: _____

24. INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the successful Vendor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Vendor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Vendor shall, at its own expense, satisfy and discharge same.

The successful Vendor expressly understands and agrees that any performance bond or insurance policies required by the proposal, or otherwise provided by the successful Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

The successful Vendor further agrees that to the extent that money is due the successful Vendor by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

Name of Insurer: _____

Name of Insured: _____

Policy Number: _____

Policy Period: _____

Endorsement Effective Date: _____

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

_____, as part of its
(Name of Contractor)

proposal for Street Light Maintenance Services to The Village of Willowbrook, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned proposal as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20 _____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

(16)

VILLAGE OF WILLOWBROOK
STREETLIGHT MAINTENANCE SERVICES
SPECIFICATIONS

The undersigned ("Contractor") agrees to furnish to the Village of Willowbrook, an Illinois municipal corporation, hereinafter referred to as the "Village", **STREETLIGHT MAINTENANCE SERVICES** conforming to the terms and conditions set forth herein.

I. GENERAL TERMS AND CONDITIONS

A. EXAMINATION OF SITE

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed and the type of work required under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

B. MEETING BEFORE WORK BEGINS

If desired, the Contractor shall meet with the Director of Municipal Services or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.

D. BASIS OF PAYMENT

The Contractor shall be paid for the work as described herein.

E. PREVAILING WAGES

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this Village are on file in the office of the Village Clerk of the Village of Willowbrook.

F. TRESPASS ON LAND

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. 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.

G. COSTS

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, 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.

H. ADDITIONAL INFORMATION

Each bidder shall be asked to provide the following data with the bid:

A statement of the items or equipment that the bidder proposes to use on the project and a statement noting which of these items of equipment the bidder owns. A separate statement is needed for those items the contractor does not own but will be able to rent or otherwise have access to use.

At least four (4) references who can attest to the bidder's ability to fulfill this contract including at least one (1) municipal, governmental, or institutional reference. Include names, addresses and phone numbers.

At least one (1) reference that can attest to the bidder's previous satisfactory performance of a municipal or other governmental street light maintenance agreement that is comparable in size to this project.

Any bidder may be required by the Village to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

II. **STREET LIGHTING SYSTEMS**

A. **DESCRIPTION OF WORK:**

This Contract is for the maintenance of Street Lighting Systems located in the Village of Willowbrook, DuPage County, Illinois.

The Contractor shall: (1) clean luminaries, reflectors, and glassware of street lights as listed in the Contract for the unit prices bid; and (2) furnish all labor, materials and equipment to replace burned out lamps, correct any malfunction of equipment, or affect any temporary emergency repairs to damaged equipment resulting from any cause. Labor, materials, and equipment shall be furnished at the unit prices stated in the Contractor's Proposal.

The Contractor shall not be required to patrol the street lighting systems for lamp Failures, other failures, or nonoperative equipment. However, on notification by the Owner or duly authorized representative, he shall replace burned out lamps by Friday of the week in which they were reported. Malfunction of equipment, faulty cable which results in entire or major portions of circuits being inoperative shall be corrected or temporarily repaired within 24 hours of notification. Permanent repairs shall be affected as soon thereafter as possible. Payment shall be based on the unit prices per hour for labor and equipment stated in the Contract. Materials shall be paid for at the unit prices stated in the Contract or, if not so stated, shall be paid for as described elsewhere in these Special Provisions.

B. **CLEANING LUMINAIRES, REFLECTORS, AND REFRACTORS:**

Location, number, and mounting height of street lights to have luminaires, reflectors, and refractors cleaned under this Proposal are as indicated in the following tabulation.

Location	Pole Top Mounted 16" Height	Bracket Mounted Over 25'
79th Street @ Blackberry Lane		1
79th Street @ Cherry Tree Lane		1
79th Street @ Sugarbush Lane		1
79th Street @ Clarendon Hills Road		1
Blackberry Lane @ Honey Locust Lane		1
Farmingdale Terrace Park		1
Blackberry Lane @ Hawthorn Lane		1
Cherry Tree Lane @ Hawthorn Lane		1
Blackberry Lane @ Apple Tree Lane		1
Apple Tree Lane @ Cul-de-Sac		1

Location	Pole Top Mounted 16" Height	Bracket Mounted Over 25'
Apple Tree Lane @ Pine Tree Lane		1
Sheridan Drive @ 75 th Street		1
Sheridan Drive @ Apple Tree Lane		1
Sheridan Drive @ Blackberry Lane		1
Sheridan Drive @ Cherry Tree Lane		1
Clarendon Hills Road @ Sheridan Drive		1
Clarendon Hills Road @ Sheridan Drive to 75 th Street		2
Clarendon Hills Road @ 75 th Street		1
Community Park on Midway Drive		17
73 rd Court @ Route 83		1
73 rd Court @ Cul-de-Sac		1
72 nd Court – Route 83 to Willoway Lane	5	
Adams Street – Cherrywood Lane to Plainfield Road		12
Kingswood Court @ Cul-de-Sac		1
Kingswood Road @ Plainfield Road		1
Kingswood Road @ Kingswood Court		1
Sheffield Lane – Stratford Lane to Ridgemoor Drive		2
Stratford Lane @ Kingswood Road		1
Wedgewood Lane-Somerset Road to Wedgewood Court		3
256 Somerset Road		1
Rodgers Drive @ Plainfield Road		1
Rodgers Drive @ Somerset Road		1
6607 Rodgers Drive		1
Rodgers Drive @ Rodgers Court		1
Rodgers Drive @ Ridgemoor Drive		1
Wedgewood Court @ Cul-de-Sac		1
Somerset Road @ Somerset Court		1
Somerset Court @ Cul-de-Sac		1

Location	Pole Top Mounted 16" Height	Bracket Mounted Over 25'
Chaucer Road @ Somerset Road		1
Ridgemoor Court @ Cul-de-Sac		1
Ridgemoor Drive South @ Madison Street		2
Ridgemoor Drive @ Sheffield Lane		1
Ridgemoor Drive @ Wedgewood Lane		1
Ridgemoor Drive @ Wingate Road		1
Ridgemoor Drive @ Ridgemoor Court		1
Ridgemoor Drive @ Cambridge Road		1
Rodgers Court @ Cul-de-Sac		1
Ridgemoor Drive North @ Madison		1
Ridgemoor Drive @ Lane Court	1	
427 Stonegate Court		1
Wingate Road @ Stonegate Court		1
Wingate Road @ Woodgate Court		1
432 Woodgate		1
6503 Cambridge Road		1
159 Rodgers Court		1
6545 Chaucer Road		1
Chaucer Road @ Chaucer Court		1
Chaucer Court @ Cul-de-Sac		1
Madison Street @ Waterford Court		1
Waterford Road @ Waterford Court		1
Waterford Road @ Wingate Road		1
Waterford Road @ Brentwood Lane		1
Waterford Road @ Cambridge Road		1
Waterford Road @ Meadow Lane		1
Waterford Road @ Rodgers Drive		1
Rodgers Drive @ Waterford Drive		1

Location	Pole Top Mounted 16" Height	Bracket Mounted Over 25'
Waterford Drive-Rodgers Drive to Oxford Road		1
Waterford Drive @ Oxford Road		1
Waterford Drive @ Chaucer Road		1
Waterford Drive @ Garfield Avenue		1
Garfield Avenue @ Garfield Ridge Court	1	
Garfield Ridge Court	2	
Garfield Avenue @ Ridgefield Lane		1
Ridgefield Lane	1	
Hill Road @ Tremont Road	1	
Hill Road @ Wesley Road	1	
Hill Road @ Briar Road	1	
Hill Road @ Raleigh Road	1	
Tremont Road @ Sunset Ridge Road	1	
Sunset Ridge Road @ Wesley Road	1	
Sunset Ridge Road @ Briar Road	1	
Sunset Ridge Road @ Raleigh Road	1	
6320 Raleigh Road	1	
Rodgers Farm Road @ Garfield Avenue		1
Madison Street @ Creekside Court		1
Creekside Court @ Cul-de-Sac		1
6406 Waterford Court		1
Brentwood Lane @ Hiddenbrook Lane		1
Meadow Lane @ Hiddenbrook Lane		1
Ridgemoor Drive West	1	
Squire Lane @ 63rd Street		1
Squire Lane @ Cul-de-Sac	1	
Willowood Lane @ Bentley Avenue	1	
Willowood Lane @ Cul-de-Sac	1	

Location	Pole Top Mounted 16" Height	Bracket Mounted Over 25'
Willowood Lane @ 61st Street	1	
Chatelaine Court @ Cul-de-Sac		1
Chatelaine Court @ Clarendon Hills Road		1
Clarendon Hills Road @ MacArthur Drive		1
5918 Clarendon Hills Road		1
59th Street @ Bentley Avenue		1
59th Street @ Virginia Avenue		1
59th Street @ Tennessee Avenue		1
59th Street @ Alabama Avenue		1
59th Street @ Clarendon Hills Road		1
219 59th Street		1
122 59th Street		1
59th Street @ Holmes Avenue		1
Clarendon Hills Road @ 58th Place		1
Quincy Street at Executive Drive		1
Madison Street at Executive Drive		1
Quincy Street at Midway Drive		1
Joliet Road at Quincy Street		1
Midway Drive - RT 83 to Quincy Street		6
Willowbrook Centre Parkway		24
Monroe @ 71st Street		1
Totals	24	156

C. METHOD OF CLEANING:

All cleaning of luminaires, reflectors, and refractors specified in this contract shall be accomplished in accordance with manufacturer's recommendations. Care shall be taken in the entire cleaning operation to prevent any disruption in the alignment of the luminaire.

Reflectors are finished by the patented "alzak" process, and shall be cleaned with mild soap or detergent and water, Bon Ami, or liquid wax emulsion.

Glass refractors will be washed with soap or detergent and water. After washing, the surfaces shall be rinsed and wiped dry with a soft cloth. Care shall be exercised so as not to chip or bruise glass surfaces.

Plastic refractors are more easily scratched and special care shall be used. No hard, rough cloths shall be used. Grease or oil may be removed with a mild household detergent solution. Solvents such as acetone, benzene, carbon tetrachloride, lacquer thinners, commercial window sprays, or kitchen scouring compounds shall not be allowed. After washing the refractors, they shall be given a final rinse in an anti-static solution such as "CADCO" or "ANSTAC-2-M", or equal, and allowed to air dry without wiping.

D. BASIS OF PAYMENT:

The Contractor shall be paid for the work under this section at the contract until prices per each for CLEANING LUMINAIRES, REFLECTORS, AND REFRACTORS for (1) pole top mounted unit having a mounting height of approximately sixteen feet (16'), and (2) for bracket-mounted units having a mounting height of over twenty-five feet (25'), which prices shall be payment in full for furnishing all labor, materials, equipment, tools and transportation services necessary to do the work as specified. The Owner shall pay for this work no later than sixty (60) days after receipt of a statement from the Contractor.

III. STREET LIGHTING SYSTEM MAINTENANCE

A. DESCRIPTION:

Under this section, the Contractor shall furnish labor, materials, and equipment to perform the following listed services to maintain the existing "Street Lighting Systems" of the Owner. The Contractor shall be expected to perform the following repairs and replacements upon notification by the Owner. The Owner may, in its discretion, have others do all or part of the following:

1. Replace burned out lamps that are reported to the Contractor by the Owner, the same day, if possible, but in no case later than the Friday of the week in which they were reported. At the time of replacement of burned out, broken, or missing lamps, the reflectors and refractors shall be cleaned in accordance with these Specifications. All lamps replaced shall be of the same wattage as the lamps removed. Lamps of the various wattages shall be furnished by the Contractor in accordance with the Specifications included herein.
2. Realign light standards, brackets and luminaires where required.
3. Replace or make repairs to any equipment or components damaged from any cause whatsoever.
4. Replace or repair damaged or defective light poles, foundations, mast arms, luminaires, handhole covers, and any appurtenances.

B. LAMPS:

These items shall include the furnishing of mercury vapor and high pressure sodium of the sizes and types specified hereinafter in existing luminaires and at the locations directed by the Owner and/or Engineer.

The lamps shall be designed to burn in any position and shall have an approximate rated life of 24,000 hours at ten (10) hours burning time per start and shall come to rated candlepower in not over four (4) minutes after starting.

1. The 400-watt mercury vapor lamps shall provide 21,000 initial lumens.
2. The 250-watt mercury vapor lamps shall provide 12,100 initial lumens.
3. The 175-watt mercury vapor lamps shall provide 8,600 initial lumens.
4. The 400-watt high pressure sodium lamps shall provide 50,000 initial lumens.
5. The 250-watt high pressure sodium lamps shall provide 27,500 initial lumens.
6. The 150-watt high pressure sodium lamps shall provide 16,000 initial lumens.
7. The 100-watt high pressure sodium lamps shall provide 9,500 initial lumens.
8. The 55-watt high pressure sodium lamps shall provide 4,000 initial lumens.

The Contractor shall specify the manufacture or make of the lamps he proposes to furnish in the space provided in the "Schedule of Prices" of the Proposal.

C. METHOD OF COMPUTING TIME:

Rates for labor and equipment furnished by the Contractor shall be based on the time the man and equipment leave the shop or leave another job and for the actual time engaged in the work. If the work, as ordered by the Owner, does not take a full day, the time for returning to the shop shall be included in the total time figured for payment. However, if the labor and equipment moves to another job, the time moving to the other job shall not be included. The time the Contractor spends in moving from one location to another location on this project will be included.

D. BASIS OF PAYMENT:

Payment for "Street Lighting System Maintenance" shall be paid for as follows:

1. Labor: For skilled and unskilled labor, the Contractor will be paid the Contract Unit price per hour computed as outlined in "Method of Computing Time" above, and as set forth in the "Proposal" section, "Schedule of Prices", which rates shall include:

(1) Compensation Insurance, (2) Liability Insurance, (3) Federal and State Unemployment tax, (4) Federal Old Age Annuity Tax, (5) Health and Welfare Trust Fund, (6) Vacation fund, (7) Over head and (8) Profit. If it is necessary for the Contractor to employ the services of any other class of skilled, semi-skilled, or unskilled, other than those listed in the "Schedule of Prices", the Contractor shall receive the current local rate of wage for each hour that said labor or foreman are actually engaged in such work computed as outlined under "Method of Computing Time" above mentioned, to which cost shall be added fifteen percent (15%) of the sum thereof. The Contractor may also receive the net cost of: (1) Compensation Insurance, (2) Liability Insurance, (3) Federal and State Unemployment Tax, (4) Federal Old Age Annuity Tax, (5) Health and Welfare Trust Funds and (6) Vacation Fund.

2. Materials: For mercury vapor and high pressure sodium lamps used in the maintenance of "Street Lighting Systems", the Contractor will be paid the Contract unit price per each for "400 WATT MERCURY VAPOR LAMPS"; "250 WATT MERCURY VAPOR LAMPS"; "175 WATT MERCURY VAPOR LAMPS"; "400 WATT HIGH PRESSURE SODIUM LAMPS"; "250 WATT HIGH PRESSURE SODIUM LAMPS"; "150 WATT HIGH PRESSURE SODIUM LAMPS"; "100 WATT HIGH PRESSURE SODIUM LAMPS"; and "55 WATT HIGH PRESSURE SODIUM LAMPS" as set forth in the "Schedule Of Prices", included herein.

Should materials or parts other than lamps as specified above be required to effect repairs or replacements to the "Street Lighting Systems", the Contractor shall furnish such parts and will receive the actual cost of the materials and parts, to which a maximum of fifteen percent (15%) shall be added.

3. Equipment: For the equipment listed in the "Schedule of Prices" the Contractor will receive the hourly equipment rental rate for the actual number of hours the equipment is used on the work, computed as outlined herein, at the Contract unit price per hour for "SERVICE TRUCK" and "TOWER AND BUCKET TRUCK", which hourly rates shall include depreciation, insurance repairs, and operating costs.

If it is necessary for the Contractor to use equipment not included in the "Schedule of Prices", the Contractor shall receive a reasonable ownership expense cost, computed in accordance with the current "Schedule of Average Annual Equipment Ownership Expense with Operating cost", as approved and adopted by the Illinois Department of Transportation, and subsequent revisions and addictions for the period that said machinery and equipment is in use on the work, to which no percent will be added. Operating costs of such equipment will be paid for at the cost computed as outlined herein. Prior to the use of any unlisted equipment, the Contractor shall establish ownership and operating costs of the equipment and submit them to the Owner for approval.

4. Payment: The Owner shall pay for labor, materials, or equipment furnished for "Street Lighting System Maintenance" within sixty (60) days after receipt of a statement from the Contractor.

VILLAGE OF WILLOWBROOK
STREETLIGHT MAINTENANCE SERVICES PROPOSAL

The undersigned "Contractor" offers to provide to the Village of Willowbrook, an Illinois Municipal Corporation, Streetlight Maintenance Services conforming to the specifications attached hereto, with such exceptions or modifications as herewith set forth, and in accordance with the terms and conditions herein specified.

Schedule of Prices

RETURN WITH PROPOSAL

(For complete information covering these items, see specifications)

Item No.	Items	Unit	Quantity	Unit	Total
				Price	
1	CLEAN LUMINAIRES, REFLECTORS AND REFRACTORS FOR POLE TOP MOUNTED UNITS; HEIGHT 16'	EA	24		
2	CLEAN LUMINAIRES, REFLECTORS AND REFRACTORS FOR BRACKET MOUNTED UNITS; HEIGHT 25'	EA	156		
3	400 WATT MERCURY VAPOR LAMPS	EA	1		
4	400 WATT HIGH PRESSURE SODIUM LAMPS	EA	16		
5	250 WALL MERCURY VAPOR LAMPS	EA	13		
6	250 WALL HIGH PRESSURE SODIUM LAMPS	EA	45		
7	175 WALL MERCURY VAPOR LAMPS	EA	73		
8	150 WALL HIGH PRESSURE SODIUM LAMPS	EA	19		
9	100 WATT HIGH PRESSURE SODIUM LAMPS	EA	1		
10	55 WATT HIGH PRESSURE SODIUM LAMPS	EA	3		
11	ELECTRICIAN	HR	50		
12	ELECTRICIAN'S HELPER	HR	40		
13	SERVICE TRUCK	HR	50		
14	TOWER AND BUCKET TRUCK	HR	30		

Licensed Electrical

Contractor:

Name

Number

Address:

Phone:

_____ Date: _____

Signature:

Subscribed and sworn before me on this _____ day of _____, 2012

MY COMMISSION EXPIRES:

NOTARY PUBLIC

ADDITIONAL BID INFORMATION

Please check the appropriate column

REFERENCE LIST

(please make additional copies of this sheet if needed)

Village/City: _____

Contact: _____ **Phone:** _____

Type & Date of Work: _____

Village/City: _____

Contact: _____ **Phone:** _____

Type & Date of Work: _____

Village/City: _____

Contact: _____ **Phone:** _____

Type & Date of Work: _____

Village/City: _____

Contact: _____ **Phone:** _____

Type & Date of Work: _____