

INVITATION FOR BIDDER'S PROPOSALS

VILLAGE OF LIBERTYVILLE, ILLINOIS

STREETLIGHT MAINTENANCE

OWNER: Village of Libertyville
200 East Cook Avenue
Libertyville, Illinois 60048-2090

- 1. Invitation to Bid:** Owner invites sealed Bidder's Proposal for on-call routine and emergency maintenance and repair work on the Village's street lighting system within the city limits of Libertyville. Maintenance of this system will include: lamp replacements, pole/lamp knockdown repairs/replacements, cable repair/replacement, trouble shooting, underground cable locating, repair of controllers and related equipment.
- 2. The Bid Package:** The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein: (1) Request for Proposal/contract; (2) Schedule of prices; (3) Addenda, if issued; (4) Description of work and Specifications.
- 3. Inspection and Examination:** Bid Packages are available between 7:00 a.m. & 3:30 p.m. from the Public Works Department, Streets & Utilities office, 600 North Avenue, Libertyville, IL. 60048. Questions may be directed to, Jack Krier, Streets & Utility Systems Superintendent at (847)362-3434. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. The Bidder whose proposal is accepted, will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package.
- 4. Bid Opening:** Owner will receive sealed Bidder's Proposals for the Work until 1:00 p.m., local time, Friday, April 24th, 2009, at the office of the Director of Public Works located at **200 East Cook Avenue, Libertyville, IL** at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present. Each Bidder shall clearly mark the envelope containing Bidders' Proposal "**SEALED BID - STREETLIGHT MAINTENANCE**".
- 5. Insurance:** Within ten (10) days following award and prior to the commencement of work, the successful bidder shall furnish to the Village a certificate of insurance naming the Village as an additional insured in the coverage amounts specified in the contract.

DATED this 12th day of February, 2009.

VILLAGE OF LIBERTYVILLE

By: /s/ Kevin Bowens
Village Administrator

VILLAGE OF LIBERTYVILLE

REQUEST FOR PROPOSALS

OWNER:

Village of Libertyville
118 West Cook Avenue
Libertyville, Illinois 60048-2090

Owner will receive sealed proposals for the Work generally described as follows:

STREET LIGHT MAINTENANCE

TO BE SUBMITTED TO Village of Libertyville, 200 East Cook Avenue, Libertyville, Illinois 60048-2090, attention John M. Heinz, Director of Public Works, BEFORE 1:00 P.M., April 24th, 2009. **Bids must be marked on the outside of the envelope, "SEALED BID – STREET LIGHT MAINTENANCE".**

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Pregualification

All bidders shall be electrical contractors holding valid registration with the Village of Libertyville in accordance with the Village of Libertyville Electrical Code.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED this **12th** day of **February 2009**

VILLAGE OF LIBERTYVILLE

By: /s/ Kevin J. Bowens
Village Administrator

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR THE
STREET LIGHT MAINTENANCE

Full Name of Bidder _____
 ("Bidder")

Principal _____ Office _____ Address _____

Local _____ Office _____ Address _____

Contact Person _____ Telephone _____

TO: Village of Libertyville ("Owner")
 118 West Cook Avenue
 Libertyville, Illinois 60048-2090
 Attention: John M. Heinz
 Director of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Maintenance and Repair of Street Lighting System** (the "Work"); the work includes, but is not limited to the following items. Estimated quantities are based on recent annual historical data but will vary due to the nature of the work involved service calls 400, knockdowns 25, underground cable repairs 25, lamp replacements 300.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the special provisions attached hereto and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is

defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. **SCHEDULE OF PRICES**

1. For providing, performing, and completing all Work, the unit prices set forth on the attached "**TABLE OF UNIT PRICES**" shall govern. The unit prices involving labor costs include all applicable tax, insurance, bond and benefit expenses.
2. Materials charged by the contractor and accepted by the Village shall be paid for at actual cost plus 10 percent.
3. Equipment costs not listed in the Table of United Prices shall be paid for in the latest revision of the "Schedule of Average Annual Equipment Ownership Expense" as issued by the Illinois Department of Transportation. The equipment must be of the type and size reasonably required to complete the work.
4. Payment for items 8 and 9, Lamp Replacements Residential and Commercial/Industrial, respectively, shall be used when such work involves only lamp replacement. Additional work shall be billed on the basis of the time required and material used.

B. **BASIS FOR DETERMINING PRICES**

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance

with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. **TIME OF PAYMENT**

It is expressly understood and agreed that all payments shall be made within 30 days of receipt of a complete invoice.

1. **Extra Work**

The Village reserves the right to separately bid extensive street light installations, repairs or replacements when the Village determines, at its sole discretion, which it is in the Village's best interests to do so.

4. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work immediately following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner an insurance certificate as specified in this Contract/Proposal. The Village reserves the right to extend this contract, if accepted, to include the period May 1, 2010 through April 30, 2011. The Table of Unit prices shall include the contractors proposal for unite price adjustments for this time period.

5. **Financial Assurance**

A. **Bonds**. Performance Bond and Labor and Material Payment Bonds are not required for this project.

B. **Insurance**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. **The Village of Libertyville must be named as and addition insured.** The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. **Workers' Compensation and Employer's Liability**

Limits shall not be less than:

Worker's Compensation: Statutory
Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

6. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

7. **Bidder's Representations and Warranties**

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

8. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

- B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.
- E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.
- F. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.
- G. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- H. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- I. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this _____ day of _____, 2009.

**PROPOSAL FOR STREET LIGHT MAINTENANCE
VILLAGE OF LIBERTYVILLE
TABLE OF UNIT PRICES**

(from the date of Contract Award thru April 30, 2010)

Item Description	Estimated Quantity	Unit Price	Amount	Weekend/Holiday Rate
1. Arial Truck w/Journeyman Operator	200 Hours	\$	\$	\$
2. Service Truck w/Journeyman Operator	50 Hours	\$	\$	\$
3. Aerial Truck w/ Apprentice/Helper	50 Hours	\$	\$	\$
4. Service Truck W/Apprentice/Helper	50 Hours	\$	\$	\$
5. Auger/Backhoe w/Operator	30 Hours	\$	\$	\$
6. Trencher w/Operator	30 Hours	\$	\$	\$
7. Laborer/Helper	50 Hours	\$	\$	\$
8. Lamp replacement residential * (10'-15" MH)	325 each	\$	\$	\$
9. Lamp Replacement commercial industrial* (20'-35' MH)	100 each	\$	\$	\$
Total estimated cost				

May 1, 2010 – April 30, 2011: rates will increase by _____ percent

*** Lamps supplied from Village stock. Unit price shown shall be inclusive of travel time and equipment charges. 12' residential poles will be supplied from Village stock.**

Bidder's Status: () _____ Corporation () _____ Partnership () Individual Proprietor

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(corporate seal)

Printed Name: _____

(if corporation)

Title/Position: _____

Bidder's Business Address: _____

Bidder's Business Telephone: _____ Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

**VILLAGE OF LIBERTYVILLE
STREET LIGHT MAINTENANCE
FISCAL YEAR 2009-2010**

DETAILED SPECIAL PROVISIONS

Project Description (the "Work")

The contract involves on-call routine and emergency maintenance and repair work on the Village of Libertyville street lighting system. The Village maintains approximately 2200 street lights and poles as well as associated cable, controllers and related equipment.

Village Responsibilities

- A. Provide routine patrolling of the system to identify lamp outages.
- B. Notify the contractor via phone, fax or e-mail of lamp outages and other requests for service, such as cable locating. The Village is a member of the J.U.L.I.E. system.
- C. Upon request, provide the contractor with best information available regarding lighting system plans. The Village has accurate atlas information and record drawings on various portions of the street lighting system.
- D. The Village purchases various street light lamps, poles and other hardware directly from suppliers and maintains an inventory of these items at the Public Works Facility, 600 North Avenue, Libertyville. The Village will periodically supply the contractor with an inventory of those items as required.
- E. The Village Point of Contact is the Superintendent of Streets & Utilities, 600 North Avenue, 847-362-3434.

Contractor Responsibilities

- A. Perform on-call routine and emergency street lighting maintenance, service, repair and installation work in accordance with applicable state and local codes and ordinances and these special provisions. The street light system shall be kept in serviceable and proper working condition.
- B. Provide qualified personnel and adequate equipment sufficient to perform the Work required at all times.
- C. Provide the Village with a roster of at least three (3) qualified maintenance employees with their 24-hour telephone and/or pager numbers.
- D. Utilize those materials provided by the Village either by direct pickup at 600 North Avenue on an as-needed basis, or, upon mutual agreement with the Village, from contractor storage of Village supplied parts or equipment.
- E. Any Village supplied parts or equipment taken from contractor storage shall be reported by the contractor to the Village. The contractor shall supply the Village with

an annual inventory of Village supplied parts or equipment kept in contractor's storage. This inventory shall be supplied to the Superintendent of Streets & Utilities as required.

- F. Provide qualified personnel and adequate equipment in order to provide the following response times:
 - 1. Replace any defective lamps, ballasts or photocells, as necessary, within 2 working days after notification by the Village of a lamp outage.
 - 2. For requests to locate underground cable, complete any such locates in accordance with J.U.L.I.E. standards within 48 hours of notification from the Village.
 - 3. In emergencies such as street light knock-downs time is of the essence because of public safety considerations. The contractor shall therefore respond in order to arrive at the location within two hours from time of notification. At that time the contractor shall make necessary permanent repairs or temporary repairs to maintain safe conditions.
 - 4. Repair cable faults within 5 working days and repair or replace street light pole knockdowns within 10 working days, unless an extension of time is granted by the Superintendent. Inform the Village by phone, fax or e-mail when repairs are complete.
- G. The contractor shall notify the Village within one working day if any of the following is observed:
 - 1. Damage caused by vandalism.
 - 2. Extensive maintenance items which may affect public safety.
 - 3. Maintenance or repair work required to restore street lighting service which goes beyond routine lamp, photocell or similar part replacements. An example would be excavations required to repair cable faults.
- H. Any materials to be used which are not supplied from the Village shall be new and unused. Items to be used will be from a manufacturer whose product has a reliable performance rating.
- I. At the time of any maintenance or repair work on a street light, the contractor shall:
 - 1. Clean all glassware and reflectors using acceptable cleaning solutions.
 - 2. Properly align standards, brackets, luminaries and poles as necessary.
 - 3. Secure all hand holes properly or replace them if necessary.

- J. The contractor shall provide for proper traffic control in accordance with standards established by the Illinois Department of Transportation and the Village.
- K. The contractor shall advise the Village of any maintenance or repair work which in the opinion of the contractor is necessary for proper and safe operations.
- L. All contractor work activities shall be itemized using the "Street Light Maintenance/Repair Invoice Detail" form. This form shall be completed for each service call and must be attached to the monthly invoice. All contractor supplied material costs shall be itemized on the form.

Prevailing Rate of Wages

Not less than the prevailing rate of wages for Lake County and as required by the Village of Libertyville or the State of Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers, and mechanics performing work for the duration of this contract. A copy of the Village's Prevailing Wage Ordinance and Lake County Prevailing Wage rates for August 2008 is attached.

Preference to Illinois Citizens on Public Works Projects

The Contractor agrees that in performing the work under the terms of this contract only Illinois Laborers shall be employed, all as provided by the "Employment of Illinois Workers on Public Works Act", being 30 ICLS 570/0.01 et seq. Provided further, however, the contractor may place on the work to be performed under this contract not to exceed three of the Contractor's regularly employed non-resident executive and technical experts, even though they do not qualify as Illinois laborers as defined in the aforesaid Act. In the event the work to be performed under the terms of this contract involves the expenditure of federal aid funds, the afore described Act shall not be enforced in such manner as to conflict with any federal statutes or rules or regulations.

Instructions to Contractor

The Contractor shall accept instructions, either verbal or written, only from authorized personnel of the Public Works Department of the Village of Libertyville, Illinois, or in the case of emergencies, from the Village of Libertyville Police and Fire Departments.

Working Hours

Except as required by emergencies the Contractor shall restrict his normal working operations to between the hours of 7:00 o'clock a.m. and 5:00 o'clock p.m. or sundown, whichever is earlier, Monday thru Friday, except that these limits may be extended up to one-half hour for the purpose of setting up or

removing temporary traffic work on Saturday, Sunday or any legal holiday except for work of an emergency nature.

Traffic Control and Protection

Traffic control shall be provided by the Contractor in accordance with Section 107 of the standard Specifications and the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Unless the Contractor has obtained written permission from the Village to temporarily close any street, alley, or other traveled way, pursuant to Article 107.09, such traveled way shall be kept open to traffic on the existing pavement. During working hours, alternating one-way traffic from opposing directions shall be maintained. At all other times, sufficient width shall be provided to permit one lane of traffic in each direction.

The Contractor shall ensure that all barricades, warning signs, lights and other devices installed under his direction are in place and operational twenty-four (24) hours each day, including Sundays and holidays during the time the contract is in force. In the event of severe weather conditions the Contractor will be required to furnish any additional personnel necessary to properly maintain all traffic control devices as directed by the Engineer.

Cooperation with Utilities

The Contractor shall notify all utilities including the Village of Libertyville Public Works Department at least 48 hours prior to commencement of any construction which may interfere with existing utility lines, conduits, cables, etc. The Contractor shall make his own investigation to determine the existence, nature and location of all utility lines and appurtenances within the limits of any excavation.

Job Safety and Protection of the Work

The Contractor shall be responsible for the proper and safe protection of his work at all times during the time the contract is in force. The Contractor shall provide, erect and maintain sufficient barricades, flagging, temporary fencing, lights and related devices at all places where work is in progress, and wherever else required by the Engineer, in order to minimize the changes of accidental injury to persons encountering areas of construction.

Deductions for Delayed Work

The Village expects prompt service and repair in order to maintain the health, safety and welfare of its citizens. Work which is not completed in accordance with the time expectations noted in "Contractor Responsibilities, section F1, 2 and 4 may be subject to a 5 percent deduction for each day the work is left incomplete.