

**RESOLUTION NO. 113-22**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER Duke Lunsford ON  
THE 19<sup>th</sup> DAY OF December, 2022.

A RESOLUTION ACCEPTING THE BID SUBMITTED BY CAPITAL ELECTRIC LINE BUILDERS, INC. OF DAYTON, OHIO FOR THE 2023 ANNUAL STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE SERVICE CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN CONNECTION THEREWITH.

WHEREAS, the City of Centerville advertised for bids for the 2023 Annual Street Lighting and Traffic Signal Maintenance Service Contract according to specifications prepared by the City, and

WHEREAS, Capital Electric Line Builders, Inc. of Dayton, Ohio, was the low and best bidder.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the bid submitted by Capital Electric Line builders, Inc. of Dayton, Ohio for the 2023 Annual Street Lighting and Traffic Signal Maintenance Service Contract, is hereby accepted in the amount of \$105,801.32. The City Manager is hereby authorized to expend up to an additional \$10,000.00 for additional work if necessary, making the total amount approved \$115,801.32.

Section 2. That the City Manager is hereby authorized to do all things necessary to execute a contract with Capital Electric Line Builders, Inc. of Dayton, Ohio, as stated above.

Section 3. This resolution shall become effective at the earliest date allowed by law.

PASSED this 19<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
Mayor, City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies that the foregoing is a true and correct copy of Resolution Number 113-22 passed by the Council of the City of Centerville, Ohio on the 19<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

**SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into at Centerville, Ohio, on the date(s) set forth at the end hereof, by and between the **City of Centerville, OHIO**, an Ohio municipal corporation, 100 West Spring Valley Road, hereinafter referred to as the "City," and Capital Electric Line Builders, Inc. of 3150 Encrete Lane, Dayton, Ohio 45439 hereinafter referred to as the "Consultant" or "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**WITNESSETH:**

WHEREAS, the City and the Consultant mutually desire to contract with each other to perform the services for this project, which include the Scope of Work attached hereto and hereinafter referred to as "Exhibit A"; and

WHEREAS, the Consultant is uniquely qualified, experienced and willing to perform said Work, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the City and the Consultant mutually desire to perform the obligation embodied in Exhibit "A."

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

**ARTICLE ONE: SCOPE OF WORK**

The Consultant agrees to perform the services embodied in the Scope of Work attached hereto and hereinafter referred to as "Exhibit A." Said Exhibit A is incorporated by reference as written hereinafter in full.

#### **ARTICLE TWO: SCHEDULE OF PAYMENTS**

To compensate the Consultant for services rendered in accordance with the terms embodied in the Compensation for Professional Services attached hereto and hereinafter referred to as "Exhibit B," the City agrees to pay the Consultant an amount not to exceed \$105,801.32. Said Exhibit B is incorporated by reference as if written hereinafter in full.

#### **ARTICLE THREE: TERM**

The Term of this Agreement shall be from date of last execution by all parties, the date upon which the Agreement is authorized and awarding this Agreement, whichever event occurs last, and shall terminate on December 31, 2023 (the "Term"). The parties agree that any additional periods for which the Work is undertaken shall be subject to competitive bidding and that this Agreement in no way may be extended beyond the Term.

#### **ARTICLE FOUR: CONFLICT OF INTEREST**

This Agreement in no way precludes, prevents, or restricts the Consultant from obtaining and working under an additional contractual arrangement(s) with other parties aside from the City, assuming that such other contractual work in no way impedes the Consultant's ability to perform the services required under this Agreement. The Consultant hereby represents warrants

and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

**ARTICLE FIVE: ASSIGNMENTS**

The parties expressly agree that this Agreement shall not be assigned by the Consultant without the prior written approval of the City, which approval may be withheld in the sole discretion of the City.

**ARTICLE SIX: GOVERNING LAW**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of the State of Ohio.

**ARTICLE SEVEN: INTEGRATION AND MODIFICATION**

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

**ARTICLE EIGHT: SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **ARTICLE NINE: TERMINATION**

This Agreement may be terminated by either party only upon notice, in writing, upon the other party no later than at least sixty (60) days in advance of the effective date of the termination. The City may also terminate this Agreement in the event that the City is of the opinion that the Consultant is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Consultant at least thirty (30) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The City, in its sole discretion, may allow the Consultant to cure the reason for the termination provided the cure of the reason is accomplished within thirty (30) days of the date of the forwarding of the termination notice. The parties further agree that should the Consultant become unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Consultant has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the City, and further the City shall not be liable to tender and/or pay to the

Consultant any further compensation after the date of the Consultant's inability to complete the terms hereof, which date shall be the date of termination unless extended by the City. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant; and the City may withhold any compensation to the Consultant for the purpose of set-off until such time as the amount of damages due the City from the Consultant is agreed upon or otherwise determined. Additionally, the parties further agree that should the Consultant become unable for any reason to complete the work called for by virtue of this Agreement, the City may, in its sole discretion, call the performance bond due, in full, if any, as and for such non-performance, and/or as liquidated damages.

#### **ARTICLE TEN: COMPLIANCE**

The Consultant, at its sole cost, agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Consultant accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, benefits as mandated by the Patient Protection and Affordable Care Act (PPACA), all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Consultant and all employees engaged by the Consultant for the performance of the work authorized by this Agreement. The costs of any health insurance benefits required by the PPACA shall be the responsibility of the Consultant and shall not be billed directly to the City. The Consultant shall comply with the requirements of the PPACA and any and all associated costs and/or penalties. It shall be the responsibility of the

Consultant to report, track and determine employee hours that are eligible to be offered insurance benefits.

#### **ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE**

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Consultant shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Consultant shall enforce strict discipline and good order among the Consultant's employees and other persons carrying out this Agreement. The Consultant shall not permit employment of persons not skilled in tasks assigned to them. The Consultant shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

#### **ARTICLE TWELVE: DAMAGE AND LOSS**

The Consultant shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to property referred to in this Section caused in whole or in part by the Consultant, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Consultant is responsible under this Article except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or



negligence of the Consultant. The foregoing obligations of the Consultant are in addition to the Consultant's other obligations hereunder. In an emergency affecting safety of persons or property, the Consultant shall act, at the Consultant's discretion, to prevent threatened damage, injury or loss. The Consultant shall notify the City or a security arm of the City as soon as possible after such emergency arises.

#### **ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE**

The Consultant shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the City and the Consultant shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the City.

#### **ARTICLE FOURTEEN: NON-DISCRIMINATION**

During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Consultant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Consultant, or any person claiming through the Consultant, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any Consultants or subcontractors of said Consultant.

#### **ARTICLE FIFTEEN: INDEMNIFICATION**

Consultant shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is

applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Consultant for the City.

#### **ARTICLE SIXTEEN: RELATIONSHIP**

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Consultant in the conduct of the provisions of this Agreement. The Consultant shall at all times have the status of an independent Consultant without the right or authority to impose tort, contractual or any other liability on the City.

#### **ARTICLE SEVENTEEN: DISCLOSURE**

The Consultant hereby covenants that it has complied with the City's disclosure policy which requires anyone contracting with the City to disclose to the City any business relationship or financial interest that said Consultant has with an employee of the City or of any other City, agency, elected official or commission of the City of Centerville, such an employee's business, or any business relationship or financial interest that a Centerville elected official, City, agency or commission employee has with the Consultant or in the Consultant's business.

#### **ARTICLE EIGHTEEN: INSURANCE REQUIREMENTS**

Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection

with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees, or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: “The City of Centerville shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.
- b. Coverage shall be primary and non-contributory.
- c. Associated bid number, job number, or project number should be referenced on the certificate.
- d. The Policy should contain an unintentional failure to disclose endorsement.
- e. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- f. Contractor’s subcontractor shall be subject to the same minimum requirements identified above.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. Coverage shall be primary and non-contributory.
- b. Policy should be endorsed with an unintentional failure to disclose wording.
- c. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- d. Associated bid number, job number, or project number should be referenced on the certificate.
- e. Contractor’s subcontractor shall be subject to the same minimum requirements identified above.

**3. Workers' Compensation and Employers' Liability**

Workers' Compensation	Statutory
Ohio Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	
\$1,000,000	

- a. Policy shall contain a waiver of subrogation in favor of the City of Centerville.
- b. Contractor’s subcontractor shall be subject to the same minimum requirements identified in this section.

**4. Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim/Aggregate	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that continuous coverage will be maintained for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the City of Centerville is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those

required by this Contract.

- 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **the City of Centerville, Ohio.**
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business with the City of Centerville with an "A.M. Best" rating of not less than A IX. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Municipal Attorney, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

#### **ARTICLE NINETEEN: PERFORMANCE BOND**

No performance bond is required for this Agreement.

## **ARTICLE TWENTY: NOTICES**

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the City, to the City's address as shown on the face of this Agreement; if to the Consultant, to the Consultant's address as shown on the face of this Agreement.

## **ARTICLE TWENTY-ONE: HEADINGS**

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Consultant in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

## **ARTICLE TWENTY-TWO: AUTHORITY TO BIND PRINCIPAL**

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

### **ARTICLE TWENTY-THREE: AMENDMENT TO AGREEMENT/ACCEPTANCE**

Conflicts with Agreement. This Agreement amends and is incorporated by reference into any agreement submitted by Contractor or Consultant (“Contractor’s Agreement”). In the event of any conflict or inconsistency between this Agreement and the Contractor’s Agreement, the terms of this Agreement shall control, and shall amend, restate, and supersede any conflicting or inconsistent terms in the Contractor’s Agreement regardless of whether the provisions of this Agreement are prefaced with “notwithstanding anything else to the contrary” or similar language. The term “Contractor’s Agreement” refers to any additional agreement provided by Contractor, and as the context requires, such Contractor’s Agreement as amended by this Agreement.

Acceptance of this Agreement. This Agreement will be deemed agreed, accepted, and confirmed by the applicable parties.

**NOTICE: THIS AGREEMENT MUST BE SIGNED AND RETURNED WITHIN THIRTY (30) DAYS OF NOTIFICATION OR THE OFFER TO ENTER INTO THIS AGREEMENT SHALL BE WITHDRAWN AND THIS AGREEMENT SHALL BE VOID.**



*(Continuation of Agreement with \_\_\_\_\_, for the  
\_\_\_\_\_ )*

The parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Signed and acknowledged  
in the presence of:**

**CITY OF CENTERVILLE**

\_\_\_\_\_  
Wayne S. Davis  
City Manager

CONTRACTOR

\_\_\_\_\_  
Name:

Title:

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Scott A. Liberman  
Municipal Attorney

Date: \_\_\_\_\_

## UNIT PRICE SHEET

**PROJECT: Traffic Signal and Street Light Maintenance**  
**(OHIO811 Location, Traffic Signal, Street Lighting, and Fiber Optics Maintenance)**

THE CITY OF CENTERVILLE MATERIAL AND CONSTRUCTION SPECIFICATIONS ARE PART OF THIS PROPOSAL AND MAY BE REFERENCED FOR A MORE COMPLETE DESCRIPTION OF THE ITEMS LISTED. RETURN ONE (1) FILLED-IN COPY OF PROPERLY SIGNED PROPOSAL TOGETHER WITH THE EXECUTED FORMS.

Labor Rate - Regular Time <b>Capital Electric Line Builders 2023 Rates Starting 1-1-2023 Through 12-31-2023</b>							
REF NUM	Class of Labor	Responsible for equipment repair and maintenance (Mark)	Base (\$)	Fringe (\$)	Profit (%)	Overhead (%)	Rate (\$)
1	Electrician Foreman		45.16	18.39	12%	41%	\$97.23
2	Journeyman		41.43	17.50	12%	41%	\$90.16
3	Provide hours and days for regular time billing	7 am to 3:30 pm, Monday - Friday, Except Legal Holidays.					
Labor Rate - Overtime Rate 1.5x							
REF NUM	Class of Labor	Responsible for equipment repair and maintenance (Mark)	Base (\$)	Fringe (\$)	Profit (%)	Overhead (%)	Rate (\$)
4	Electrician Foreman		67.74	23.82	12%	41%	\$140.09
5	Journeyman		62.15	22.47	12%	41%	\$129.47
6	Provide hours and days for 1.5x time billing	When called before 3:30 or Scheduled after 3:30 Monday - Friday.					
Labor Rate - Overtime Rate 2.0x							
REF NUM	Class of Labor	Responsible for equipment repair and maintenance (Mark)	Base (\$)	Fringe (\$)	Profit (%)	Overhead (%)	Rate (\$)
7	Electrician Foreman		90.32	29.23	12%	41%	\$182.91
8	Journeyman		82.86	27.45	12%	41%	\$168.77
9	Provide hours and days for 1.5x time billing	Called Out after hours Monday - Friday, weekends and legal holidays.					
Other Labor of Classes							
REF NUM	Class of Labor		Base (\$)	Fringe (\$)	Profit (%)	Overhead (%)	Rate (\$)
10	Other Class: <u>Operator</u>		37.38	17.03	12%	41%	\$83.25
11	Other Class: <u>Apprentice</u>		37.29	16.51	12%	41%	\$82.31
12	Provide hours and days for regular time billing	7am to 3:30 pm, Monday - Friday, Except Legal Holidays.					
Labor Clarifications and Adjustments							
13	If Engineering or technical supervision is provided, state if included in electrician rates or if provided separately:	Provided Separately					
14	Note above the level electrician who will be responsible for equipment repair and maintenance	Foreman					
15	Note your minimum time (hours) for service calls if any:	1 Hour					
16	Indicate the maximum travel time to and from the City (corp line) you may invoice for:	1 Hour					
Materials, Supplies and Parts							
REF NUM	Equipment Type		(%)	or	(Select one method)	(%)	
17	Materials carried in inventory	Cost plus	15%	or	List less	-0-	
18	When order for a specific project:	Cost plus	12%	or	List less	-0-	
19	Sub contracted markup	Cost Plus	15%	or	List less	-0-	
Sub-Total for Hourly Laborer, Equipment, and Materials fixed for bonding and insurance purposes.							\$60,000.00

UNIT PRICE SHEET

PROJECT: Traffic Signal and Street Light Maintenance

Equipment		
REF NUM	Equipment Type	Regular Hourly Rate
20	Control Equipment	NA
21	Line Truck	NA
22	Bucket Truck	\$26.00
23	Pick-up Truck	\$19.00
24	85 CFM Air Compressor	\$7.50
25	Digger Truck	\$50.00
26	Tractor Mounted Backhoe	\$41.00
27	Concrete Saw	\$15.00
28	Trencher	\$20.00
29	Fiber Optics Splicing Trailer	\$13.00
30	Other: _____	
31	Other: _____	
32	Other: _____	

Unit Price Bid Items							
REF NUM	Work Description	Estimated Units	Unit		Unit Bid Price		Total Bid
33	Annual Conflict Monitor Inspection & Testing	28.00	Each		160.11		\$4,483.08
34	Annual UPS Inspection & Testing	15.00	Each		82.36		\$1,235.40
35	UPS Battery Replacement (labor only), per Intersection	1.00	Each		270.78		\$270.78
36	Installation of City Supplied UPS Unit & Batteries (labor only)	2.00	Each		1083.12		\$2,166.24
37	Solar Powered School Flasher Battery Replacement (labor only), per Flasher	6.00	Each		265.03		\$1,590.18
38	Ornamental Street Light Changeout HPS to LED, Median Poles (labor only), per fixture	22.00	Each		132.51		\$2,915.22
39	Ornamental Street Light Changeout HPS to LED, Tall Side Poles (labor only), per fixture	19.00	Each		132.51		\$2,517.69
40	LED Traffic Signal Light Unit Replacement (labor only)	425.00	Each		43.73		\$18,585.25
41	Inductive Loop Replacement	1.00	Each		2752.73		\$2,752.73
<b>Sub-Total</b>							<b>\$36,516.57</b>
42	Qualifying statements or remarks						
	Attach Submittal of contractor qualified personnel						
	Attach submittals of contractor equipment						

Note: The items and quantities are projected, and may be modified or removed at the City's discretion without adjustment. Therefore, avoid weighting items because actual quantities could change from the engineer's estimated quantities.

THIS PROPOSAL SUBMITTED BY: 

NAME OF CONTRACTOR

BID TABULATION														
ENGINEER'S ESTIMATE						CONTRACTOR NO. 1 2022 pricing			CONTRACTOR NO. 1 2023 pricing					
PROJECT: (OHIO811 Location, Traffic Signal, Street Lighting, and Fiber Optics Maintenance)						Capital Electric Line Builders			Capital Electric Line Builders					
NAME:						3150 Encrete Lane			3150 Encrete Lane					
ADDRESS:						Dayton, Ohio 45439			Dayton, Ohio 45439					
PHONE:						937-424-2550			937-424-2550					
FAX:						937-297-1365			937-297-1365					
EMAIL:						steve.taulbee@capitalelectric.com			steve.taulbee@capitalelectric.com					
TOTAL BID:						\$118,650.00			\$92,560.41			\$105,801.32		
REF NUM	SPEC NUM	EST QTY	UNIT	UNIT PRICE	TOTAL	AVERAGE UNIT PRICE				UNIT PRICE	TOTAL	% INCREASE		
<b>Labor Rate - Regular Time</b>						<b>Labor Rate - Regular Time</b>			<b>Labor Rate - Regular Time</b>					
REF NUM	Class of Labor													
1	Electrician Foreman						*	\$	92.72	*	\$	97.23	4.86%	
2	Journeyman							\$	85.94		\$	90.16	4.91%	
3	Provide hours and days for regular time billing								7am-3:30pm, M-F, except legal holidays			7am-3:30pm, M-F, except legal holidays		
<b>Labor Rate - Overtime Rate 1.5x</b>						<b>Labor Rate - Overtime Rate 1.5x</b>			<b>Labor Rate - Overtime Rate 1.5x</b>					
REF NUM	Class of Labor													
4	Electrician Foreman						*	\$	133.69	*	\$	140.09	4.79%	
5	Journeyman							\$	123.53		\$	129.47	4.81%	
6	Provide hours and days for 1.5x time billing								When scheduled, outside normal work hours, except Sundays & Legal Holidays			When scheduled, outside normal work hours, except Sundays & Legal Holidays		
<b>Labor Rate - Overtime Rate 2.0x</b>						<b>Labor Rate - Overtime Rate 2.0x</b>			<b>Labor Rate - Overtime Rate 2.0x</b>					
REF NUM	Class of Labor													
7	Electrician Foreman						*	\$	174.63	*	\$	182.91	4.74%	
8	Journeyman							\$	161.09		\$	168.77	4.77%	
9	Provide hours and days for 2.0x time billing								All non-scheduled service calls, after normal working hours Mon.-Fri, all day Saturday, Sunday & Legal			All non-scheduled service calls, after normal working hours Mon.-Fri, all day Saturday, Sunday & Legal		
<b>Other Labor of Classes</b>						<b>Other Labor of Classes</b>			<b>Other Labor of Classes</b>					
REF NUM	Class of Labor													
10	Other Class: _____								Operator		\$	79.44	4.80%	
11	Other Class: _____								Apprentice		\$	78.44	4.93%	
12	Provide hours and days for regular time billing								7am-3:30pm, M-F, except legal holidays			7am-3:30pm, M-F, except legal holidays		
<b>Labor Clarifications and Adjustments</b>						<b>Labor Clarifications and Adjustments</b>			<b>Labor Clarifications and Adjustments</b>					
13	If Engineering or technical supervision is provided, state if included in electrician rates or if provided separately:								Provided Separately			Provided Separately		

BID TABULATION																	
PROJECT: (OHIO811 Location, Traffic Signal, Street Lighting, and Fiber Optics Maintenance)						ENGINEER'S ESTIMATE			CONTRACTOR NO. 1 2022 pricing			CONTRACTOR NO. 1 2023 pricing					
BID DATE: May 19,2022						NAME:			Capital Electric Line Builders			Capital Electric Line Builders					
						ADDRESS:			3150 Encrete Lane			3150 Encrete Lane					
						PHONE:			Dayton, Ohio 45439			Dayton, Ohio 45439					
						FAX:			937-424-2550			937-424-2550					
						EMAIL:			937-297-1365			937-297-1365					
									steve.taulbee@capitalelectric.com			steve.taulbee@capitalelectric.com					
						TOTAL BID:			\$118,650.00			\$92,560.41			\$105,801.32		
REF NUM	SPEC NUM	EST QTY	UNIT	UNIT PRICE	TOTAL	AVERAGE UNIT PRICE						UNIT PRICE	TOTAL	% INCREASE			
Note above the level electrician who will be responsible for equipment repair and maintenance							Electrician Foreman					Electrician Foreman					
14																	
15	Note your minimum time (hours) for service calls if any:						1	hour				1	hour				
16	Indicate the maximum travel time to and from the City (corp line) you may invoice for:						1	hour				1	hour				
Materials, Supplies and Parts																	
REF NUM	Equipment Type						% Cost Plus	% List Less				% Cost Plus	% List Less				
17	Materials carried in inventory						15%					15%					
18	When order for a specific project:						12%					12%					
19	Sub contracted markup						15%					15%					
Sub-Total for Hourly Laborer, Equipment, and Materials fixed for bonding and insurance purposes.					\$60,000.00				\$60,000.00					\$75,000.00			
Equipment																	
REF NUM	Equipment Type						Hourly Rate				Hourly Rate						
20	Control Equipment						N/A				N/A						
21	Line Truck						N/A				N/A						
22	Bucket Truck						\$25.00				\$26.00						
23	Pick-up Truck						\$19.00				\$19.00						
24	85 CFM Air Compressor						\$ 7.50				\$ 7.50						
25	Digger Truck						\$ 50.00				\$ 50.00						
26	Tractor Mounted Backhoe						\$ 40.00				\$ 41.00						
27	Concrete Saw						\$15.00				\$15.00						
28	Trencher						\$20.00				\$20.00						
29	Fiber Optics Splicing Trailer						\$ 13.00				\$ 13.00						
30	Other:																
31	Other:																
32	Other:																
Unit Price Bid Items																	
REF NUM	Work Description	EST. QTY	UNIT	EST UNIT PRICE	TOTAL	UNIT BID PRICE	TOTAL	UNITS 2023	UNIT BID PRICE	TOTAL	% INCREASE						
33	Annual Conflict Monitor Inspection & Testing	28.00	Each	\$125.00	\$3,500.00	\$128.97	\$3,611.16	28	\$160.11	\$4,483.08	24.15%						
34	Annual UPS Inspection & Testing	15	Each	\$100.00	\$1,500.00	\$96.31	\$1,444.65	15	\$82.36	\$1,235.40	-14.48%						
35	UPS Battery Replacement (labor only), per Intersection	1	Each	\$1,800.00	\$1,800.00	\$270.22	\$270.22	2	\$270.78	\$541.56	0.21%						

BID TABULATION											
PROJECT: (OHIO811 Location, Traffic Signal, Street Lighting, and Fiber Optics Maintenance)				ENGINEER'S ESTIMATE				CONTRACTOR NO. 1 2022 pricing		CONTRACTOR NO. 1 2023 pricing	
NAME:				Capital Electric Line Builders				Capital Electric Line Builders			
ADDRESS:				3150 Encrete Lane				3150 Encrete Lane			
PHONE:				Dayton, Ohio 45439				Dayton, Ohio 45439			
FAX:				937-424-2550				937-424-2550			
EMAIL:				937-297-1365				937-297-1365			
EMAIL:				<a href="mailto:steve.taulbee@capitalelectric.com">steve.taulbee@capitalelectric.com</a>				<a href="mailto:steve.taulbee@capitalelectric.com">steve.taulbee@capitalelectric.com</a>			
TOTAL BID:				\$118,650.00				\$92,560.41		\$105,801.32	
REF NUM	SPEC NUM	EST QTY	UNIT	UNIT PRICE	TOTAL	AVERAGE UNIT PRICE			UNIT PRICE	TOTAL	% INCREASE
36	Installation of City Supplied UPS Unit & Batteries (labor only)	2	Each	\$1,800.00	\$3,600.00	\$1,800.00	\$2,019.10	1	\$1,083.12	\$1,083.12	7.29%
37	Solar Powered School Flasher Battery Replacement (labor only), per Flasher	6	Each	\$500.00	\$3,000.00	\$234.95	\$1,409.70	2	\$265.03	\$530.06	12.80%
38	Ornamental Street Light Changeout HPS to LED, Median Poles (labor only), per fixture	22	Each	\$500.00	\$11,000.00	\$117.47	\$2,584.34	12	\$132.51	\$1,590.12	12.80%
39	Ornamental Street Light Changeout HPS to LED, Tall Side Poles (labor only), per fixture	19	Each	\$500.00	\$9,500.00	\$117.47	\$2,231.93	0	\$132.51	\$0.00	12.80%
40	LED Traffic Signal Light Unit Replacement (labor only)	425	Each	\$50.00	\$21,250.00	\$38.77	\$16,477.25	425	\$43.73	\$18,585.25	12.79%
41	Inductive Loop Replacement	1	Each	\$3,500.00	\$3,500.00	\$2,512.06	\$2,512.06	1	\$2,752.73	\$2,752.73	9.58%
				Sub-Total		\$58,650.00				\$30,801.32	
42 Qualifying statements or remarks				All supporting documentation is attached							

## **City of Centerville Request for Quotes**

### **Annual Traffic Signal and Street Lighting Maintenance**

#### **(OHIO811 Location, Traffic Signal, Street Lighting, and Fiber Optics Maintenance)**

##### **Introduction**

The City of Centerville maintains coordinated traffic signals systems, street lighting systems, fiber optics network, storm sewers, and roadways within our 11 square mile boundary. The city has GIS mapping system that has schematic of the locations of those facilities.

The traffic signal network consists of fiber, radio, and copper connected coordinated system of twenty-eight (28) city owned traffic signals, and seven (7) connected traffic signals from other jurisdictions (ODOT, Greene County). The Intersections are controlled at TS1 or TS2 traffic cabinets utilizing M50/M60 Siemens Eagle controllers. Twelve (12) intersections have Alpha UPS units and two (2) with Dimensions UPS units. The traffic detection consists of inductive loops, Iteris Versa Cam, Smart Micro, and Wavetronix radar with Click 650 connectivity. The intersections have APS pushbuttons and speakers, LED signals and pedestrian units, 5 IP cameras.

The City of Centerville owns and maintains a fiber optics network between intersections and city facilities. This system supports the traffic network, city communications and Police 911 system. There are branches of the traffic network connected through copper interconnect and radio.

The city owns and maintains seven (7) sets of school flashers within the City of Centerville. Six (6) of those sets are solar units, time clocks with cell connectivity. One (1) set is hardwired to the adjacent intersection traffic signal controller.

The city owns and maintains various types of street lighting throughout the city including standard cobra head units located on traffic signal poles, ornamental lighting, and parking lot lighting. Those system consist of meter and unmetered networks with direct connection to the supply. The city also has a contract with MVL for some of the various lighting throughout the city.

We own two major parks, various buildings, and several public parking lots with various electrical components.

The City of Centerville is a member of Ohio811 and provides locates for city owned storm, lighting, irrigations, traffic signals, and fiber optics.

The intent of this contract is to establish pricing for various electrical and traffic signals needs on an as directed bases. This contract would also cover annual upgrades and replacement components of the city systems.

##### **Scope of Potential Work**

###### **1**

###### **1.1. Emergency Response and Repair Services**

- 1.1.1. The contractor shall be available 24-hours per day, 7-days a week to answer and respond to calls from city staff or Centerville Police Department at one phone number or through a dispatch center.

- 1.1.2. The contractor shall provide the names, phone numbers, and base of operations (home or office) locations of all those authorized by the contractor to receive messages and call orders.
- 1.1.3. The contractor shall provide emergency service within one (1) hour of notification by a city authorized person.
- 1.1.4. The contractor shall be able to provide necessary personnel, equipment, and supplies to reasonably resolve issues. This includes having the basic inventory of parts to restore common traffic signal faults.
- 1.1.5. The contractor should have the ability to install contractor owned equivalent loaner equipment to be able to maintain normal traffic signal operations until city owned equipment is repaired or replaced. This would include controllers, video detection, or radar.
- 1.1.6. The contractor shall provide emergency response to weather and accident related damage occurring on regular and after hour calls. The contractor shall make the locations safe by cleaning up debris and securing electrical wiring. If the damage involves traffic signal functions, restoration shall be made to the extent possible.
- 1.1.7. The contractor shall have ability to service the city in case of severe storms and natural disasters in the region. Contractor should demonstrate the ability to cover current customer load during a regional event.

## 2

### 2.1 Maintenance, Repairs, and Annual Upgrades

- 2.1.1 The contractor shall perform such traffic signal maintenance and adjustments of the controllers, signals, communications cables, and computer interface devices as may be requested by the city during the normal working day without disrupting other projects but within a reasonable timeframe.
- 2.1.2 The contractor shall perform such street lighting maintenance and adjustments of the electrical wiring, lighting control centers, light poles, and components as may be requested by the city during the normal working day without disrupting other projects.
- 2.1.3 The contractor shall perform **Annual Conflict Monitor Testing** before September 1<sup>st</sup> on each of the twenty-eight (28) intersection, on a per each intersection basis. Following the testing of each signal location a report shall be submitted to the city for review. The city will then direct those repairs necessary to be completed and under this contract during the normal workday.
  - 2.1.3.1 The contractor shall include performance of proper MOT per the OMUTCD in the work being completed.
  - 2.1.3.2 The work includes testing the monitor and cabinet, overhead inspection of signal components, wiring, signs, and poles, and changing of the cabinet filter at each intersection.
  - 2.1.3.3 The work will conclude with a detailed report indicating maintenance items, replacement items, defects, safety items, recommendations, and Conflict Monitor Certification Report per location.
  - 2.1.3.4 The work includes checking and reporting on the following items:
    - 2.1.3.4.1 Signal



- 2.1.3.4.1.1 Alignment/Clearance
- 2.1.3.4.1.2 Condition
- 2.1.3.4.1.3 Hanging Hardware
- 2.1.3.4.1.4 Relamp recommendation
- 2.1.3.4.2 Poles
  - 2.1.3.4.2.1 Anchor Bolt Tightness
  - 2.1.3.4.2.2 Concrete Foundation
  - 2.1.3.4.2.3 Down Guys
  - 2.1.3.4.2.4 Hand holes covers
  - 2.1.3.4.2.5 Pole Caps
  - 2.1.3.4.2.6 Pole Condition
  - 2.1.3.4.2.7 Pole Ground
- 2.1.3.4.3 Power Service
  - 2.1.3.4.3.1 Condition
  - 2.1.3.4.3.2 Voltage Check
- 2.1.3.4.4 Controller & Cabinet
  - 2.1.3.4.4.1 Bottom Seal
  - 2.1.3.4.4.2 Cabinet Cleaning Performed
  - 2.1.3.4.4.3 Cabinet Ground
  - 2.1.3.4.4.4 Cabinet Lamp replaced, if necessary
  - 2.1.3.4.4.5 Conduit Seal
  - 2.1.3.4.4.6 Documentation of signal in cabinet
  - 2.1.3.4.4.7 Door Hinges Lubricate
  - 2.1.3.4.4.8 Fan/Thermostat
  - 2.1.3.4.4.9 Filter changed during Inspection
  - 2.1.3.4.4.10 GFCI Receptacle
  - 2.1.3.4.4.11 Lightning Arrestor
  - 2.1.3.4.4.12 Load Switch
  - 2.1.3.4.4.13 Lock Condition
  - 2.1.3.4.4.14 Monitor/MMU Operation
  - 2.1.3.4.4.15 Conflict Monitor Testing/Report
  - 2.1.3.4.4.16 Terminations
  - 2.1.3.4.4.17 Wire Labels
- 2.1.3.4.5 Pedestrian Operations
  - 2.1.3.4.5.1 Ped Buttons
  - 2.1.3.4.5.2 Ped Signals
- 2.1.3.4.6 Vehicle Detection Operations
  - 2.1.3.4.6.1 Loops
  - 2.1.3.4.6.2 Microwave
  - 2.1.3.4.6.3 Radar
  - 2.1.3.4.6.4 Video
- 2.1.3.4.7 Pull Boxes
  - 2.1.3.4.7.1 Condition
- 2.1.3.4.8 UPS Operation

## 2.1.3.4.8.1 Transfer

- 2.1.4 The contractor shall perform **Annual UPS and Battery Testing** year before September 1<sup>st</sup> on each of the fifteen (15) intersection, on a per each intersection basis. Following the testing of each UPS unit a report shall be submitted to the city for review. The city will then direct those repairs necessary to be completed and under this contract during the normal workday.
- 2.1.4.1 The work includes checking and reporting on the following items:
- 2.1.4.1.1 Battery Power Check, per Battery
  - 2.1.4.1.2 Battery/Power connection & Corrosion Check
  - 2.1.4.1.3 On Battery Indicator
  - 2.1.4.1.4 Filter Change during Inspection
  - 2.1.4.1.5 2 Hr Relay
  - 2.1.4.1.6 Operations Test
  - 2.1.4.1.7 Fan
  - 2.1.4.1.8 Thermostat
  - 2.1.4.1.9 Heating Pads
  - 2.1.4.1.10 Temperature Probe
  - 2.1.4.1.11 Brand
- 2.1.5 The contractor shall perform **Annual UPS Batteries Replacement** at the intersections directed by the city, on a per intersection basis. The city will purchase manufacturer batteries that are to be installed during the normal workday. The contractor shall include all labor, equipment, maintenance of traffic, and supplemental materials in the price bid per unit.
- 2.1.5.1 Replacements scheduled for 2022 which are subject to change
- 2.1.5.1.1 SR48 & Sheehan Road
- 2.1.5.2 Replacements scheduled for 2023 which are subject to change
- 2.1.5.2.1 SR48 & Loop Road
  - 2.1.5.2.2 Wilmington & Miami Valley Drive
- 2.1.6 The contractor shall install a city supplied **New UPS and relocation of an Existing UPS** from existing locations/stockpile. The city will purchase appropriate cabinet, UPS controls, and batteries that are to be installed during the normal workday. The contractor shall include all labor, equipment, maintenance of traffic, and supplemental materials in the price bid per unit. The bid price does not include concrete pad work unless specified.
- 2.1.6.1 Placements scheduled for 2022 which are subject to change
- 2.1.6.1.1 Whipp Road & Marshall Road relocate existing unit from rebuild of SR48 & Alex-Bell Road. (with new batteries)
  - 2.1.6.1.2 West Spring Valley Road & Kalaman Way relocate existing unit from rebuild of SR48 and Spring Valley. (with new batteries)
- 2.1.6.2 Replacements scheduled for 2023 which are subject to change
- 2.1.6.2.1 SR48 & Fireside Drive install new city supplied unit
- 2.1.7 The contractor shall perform **Solar Powered School Flasher Battery Replacement** at the intersections directed by the city on a per flasher location basis. The city will purchase manufacturer batteries that are to be installed during the normal workday. The

contractor shall include the cost of laborer, equipment, maintenance of traffic, and supplemental materials

- 2.1.7.1 Replacements scheduled for 2022 which are subjected to change
  - 2.1.7.1.1 Two units near Magsig Middle School at 192 West Franklin Street
  - 2.1.7.1.2 Two units near Stingley Elementary school at 95 Linden Drive along the Maple Avenue
  - 2.1.7.1.3 Two units near Weller Elementary School at 9600 Sheehan Road
- 2.1.7.2 Replacements scheduled for 2023 which are subjected to change
  - 2.1.7.2.1 Two units near Centerville High School at 500 East Franklin Street
- 2.1.8 The contractor shall **Replace LED Traffic Signal Light Units** at the intersections provided on a per each LED light unit price. The city will purchase the required materials from the manufacturer. The city would designate a list of intersections for the replacements to be performed during the normal workday. The contractor shall include the cost of laborer, equipment, maintenance of traffic, and supplemental materials.
  - 2.1.8.1 There is estimated 425 traffic signal lamp changes outs scheduled for 2023
- 2.1.9 The contractor shall **Perform a HPS-LED Street Lighting Changeout** on Main Street on a per each LED unit bases. The city will purchase the required materials from the manufacturer. The contractor shall include the cost of laborer, equipment, maintenance of traffic, and supplemental materials.
  - 2.1.9.1 Replacements scheduled for 2022 which are subjected to change
    - 2.1.9.1.1 Ornamental median dual arm poles on South Main Street between Sheehan Road and Edenhurst Drive approximately 22 lights
    - 2.1.9.1.2 Ornamental tall side poles on South Main Street between Sheehan Road and Edenhurst Drive approximately 19 lights
  - 2.1.9.2 Replacements scheduled for 2023 which are subjected to change
    - 2.1.9.2.1 Ornamental median dual arm poles on North Main Street between Loop Road and Whipp Road approximately 7 lights
    - 2.1.9.2.2 Ornamental tall side poles on North Main Street between Loop Road and Whipp Road approximately 9 lights
- 2.1.10 The contractor shall provide cost to **Replace Inductive Loop** at intersections as directed by the city on a per each basis. This item would be utilized if a loop became damaged. The contractor shall include the cost of laborer, equipment, maintenance of traffic, and supplemental materials.

### 3

#### 3.1 OHIO811 Field locates of electrical and fiber

- 3.1.1 The city receives electronic locate request from OHIO811 and will perform the positive response on the OHIO811 application. State law requires positive responses be received within 48 hours of a request of a standard ticket for construction and within 10 days of a design ticket request. Emergency tickets from OHIO811 will be dispatched through the "Emergency Response and Repair Services", Section 1.1 with the applicable response times.
- 3.1.2 The city will email a copy of the OHIO811 request to the contractor within 24 hours of submittal. The city will provide access to available digital plans or GIS line drawings for the requested locates.

- 3.1.3 The contractor shall respond to the request by placing proper physical marks (flags and/or paint) in the field within 24 hours of receipt of the request and within the OHIO811 deadline. Completion of a ticket includes email notification of the city representative.
- 3.1.4 The contractor will be required to use locating equipment to physically trace the actual location of the city utilities (city fiber, streetlights, traffic wiring, loop wiring, etc.) in the field.
- 3.1.5 The contractor shall be responsible for locating all request lines within industry standards for the given facility. The contractor shall be responsible for the cost to repair any mismarked or unmarked city facilities.

**4**

**4.1 Working Documentation and Billing**

- 4.1.1 All invoices and responses to service request should be supplied within 2 business days of the completion of the work to the city for invoicing.
- 4.1.2 Contractor shall supply the following information with each work request and invoice.
  - 4.1.2.1 Time, date, day of week, requestor, location, call taker, and reason for original work request.
  - 4.1.2.2 Materials purchased by the contractor for use in the work request shall include a description, units, invoice cost, and markup.
  - 4.1.2.3 Equipment used on the work request shall include a detailed description of the unit (make, age, type, function, capabilities)
  - 4.1.2.4 Prevailing Wage compliance sheets for each invoice or monthly to capture all work during contract period.
  - 4.1.2.5 Laborer used on the work request shall comply with prevailing wage rates and/or the contractor current union contact. The contractor shall utilize the appropriately labor class with required certifications for the task being completed. The documentation includes labor rate, job description, wage rate (regular, emergency, or overtime rates).
  - 4.1.2.6 Subcontracted services shall include copy of subcontract billing and markups. This would include items like sending traffic controllers out for manufacturer or authorized vender repair.
  - 4.1.2.7 Contractor shall supply a summary sheet totaling each category (labor, materials, equipment, sub-contracting) provided in the total job cost.

**5**

**5.1 Parts**

- 5.1.1 Contractor shall possess and maintain a basic inventory of emergency parts for the controllers and equipment listed below.
- 5.1.2 Prices bid for parts shall show all applicable discounts from list prices.
- 5.1.3 Bidders are hereby advised that materials purchased for this contract are exempt from sales tax under O.R.C. 5739.02 and materials prices quoted in this bid should reflect said exemption.

**5.2 City Owned Equipment**

5.2.1 Following is a partial list of traffic control equipment operated by the City and is given as an example which may not necessarily be complete. This equipment and other similar devices are to be maintained and serviced by the contractor:

5.2.1.1 Vehicle Controller:

Cabinets - TS1 and TS2 with equipment

Signals – Vehicle and pedestrian LEDs, APS push buttons, and speakers

Controllers – Siemens M50 and M60

Fiber Optics Equipment – IP camera and data network system control equipment

UPS – Alpha and Dimensions battery backup

5.2.1.2 Vehicle Detectors:

Rack Mount and Shelf Mount – EDI. 3M

Detector systems – Inductive loop detectors, video detection, stop bar/advanced Wavetronix radar, SmartMicro

5.2.1.3 List of Intersections:

<u>STREET</u>	<u>STREET</u>	<u>CONTROLLER</u>	<u>DETECTION</u>	<u>UPS</u>
1) SR48(Far Hills Avenue)	North Village Drive	Siemens M50	Loops	n/a
2) SR48(Far Hills Avenue)	Fireside/Bethany Drive	Siemens M50	Video	n/a
3) SR48(Far Hills Avenue)	Loop Road	Siemens M50	Loops	Alpha
4) SR48(Far Hills Avenue)	SR725(Alex Bell Road)	Siemens M50	Loops, Radar,	Alpha
5) SR48(Far Hills Avenue)	Williamsburg Lane	Siemens M50	Loops	n/a
6) SR48(Far Hills Avenue)	Bradstreet Road	Siemens M50	Loops	n/a
7) SR48(Far Hills Avenue)	Iron Gate Park Drive	Siemens M50	Loops	n/a
8) SR48(Far Hills Avenue)	SR725 (Franklin Street)	Siemens M50	Loops, Video, Radar	Alpha
9) SR48(Far Hills Avenue)	Bristol Drive	Siemens M50	Loops	n/a
10) SR48(Far Hills Avenue)	Spring Valley Pike	Siemens M50	Loops, Radar	Alpha
11) SR48(Far Hills Avenue)	Centerville Place	Siemens M50	Loops	n/a
12) SR48(Far Hills Avenue)	Sheehan Road	Siemens M50	Loops	Alpha
13) SR725(Franklin Street)	Virginia Avenue	SiemensM50	Radar	n/a
14) E Franklin Street	North Johanna Drive	SiemensM50	Loops	n/a
15) E Franklin Street	Centerville HS Drive	SiemensM50	Radar	n/a
16) E Franklin Street	Clyo Road	SiemensM50	Radar, Loops	Alpha
17) Wilmington Pike	Dille Drive	SiemensM60	Radar	Alpha
18) Wilmington Pike	Whipp Road/Feedwire	SiemensM60	Radar	Dimensions
19) Wilmington Pike	Miami Valley Drive	SiemensM60	Radar	Alpha
20) Wilmington Pike	Brown Road	SiemensM60	Radar	Alpha
21) Feedwire Road	Charles Drive	SiemensM60	Smartmicro	Dimensions
22) SR725(Alex-Bell Road)	Cushwa Drive	SiemensM50	Radar	n/a
23) SR725(Alex-Bell Road)	Loop Road	SiemensM50	Radar	Alpha
24) SR725(Alex-Bell Road)	Clyo Road	SiemensM50	Radar, Loops	Alpha
25) SR725(Alex-Bell Road)	Bigger Road	SiemensM50	Radar	Alpha
26) Whipp Road	Marshall Road	SiemensM50	Loops	n/a
27) Clyo Road	Bigger Road	SiemensM50	Radar, Loops	Alpha
28) W Spring Valley Road	Officer JP Kalman Way	SiemensM50	Loops	n/a

5.2.2 Following is a partial list of street lighting equipment operated by the City and is given as an example which may not necessarily be complete. This equipment and other similar devices are to be maintained and serviced by the contractor:

5.2.2.1 Ornamental Street lighting

Uptown Ornamental Pole – Lumec S26A-150HPS-GL-C-RR3-120-LF-BKTX, RAF805-12-FS1-GFII-BKTX, several older variation pole, light and foundation are still present  
S Main/N Main Median Pole – Holophane PCP 18IN 2A TN BK CHA 14 S4C 12D C05 BK, GVD3 P20 40K MVOLT CLF GL3 BK CL, several older HPS units still exist GE LU150/55/ECO/N/C

S Main/N Main Esplanade Pole – Lumec RN20-180W80LED3K-T-ACDR-LE3R-UNIV-DMG, several older HPS units still exist 400HPS

S Main/N Main Signal Pole Lights -Lumec 400HPS

5.2.2.2 Cobra head fixtures –

Signal poles 14 LED luminaires - Autobahn ATBM-P70(21500 lumen) Mvolt-R5-4B-4000K-BK-P7-PCSS

Signal mast arm poles 16 LED luminaires – manufacturer varies (Wilmington system)

6

**6.1 Types of Service and Qualifications for the requested work**

6.1.1 The contractor shall have the resources to furnish personnel, equipment, and materials necessary to perform the described services for the City of Centerville on a routine or emergency basis.

6.1.2 **Personnel** -Contractor employees working on traffic signal work shall have a minimum of two years' experience in maintaining and repairing Tactics coordinated systems utilizing Siemens traffic controllers, field equipment, fiber optic network, various detection equipment, and all other elements of the traffic signal system owned and operated by the City of Centerville.

6.1.2.1 The assigned employee shall be at least a journeyman electrician, certified by International Municipal Signal Association (ISMA) as a level II Technician, qualified for solid state digital microprocessor controller repair, and qualified line electricians and signal construction personnel certified by ISMA as a level I Technician.

6.1.2.2 The assigned employees shall be qualified electricians familiar with Ohio Department of Transportation construction and materials specifications, and standard drawings on lighting and construction techniques.

6.1.2.3 Contractor employees working on other electrical work under this contract shall include maintenance and repair/replacement of City-owned streetlights and electrical controls, equipment, and fixtures.

6.1.2.4 Contractor employees providing OHIO811 location services under this contract shall have 2 years' experience in locating similar facilities, general knowledge of traffic signal systems, and municipal lighting systems.

6.1.2.5 In addition to the above, competent qualified back-up personnel in each area must be available so as to provide 24-hour, 365-day service on an on-call basis.

6.1.2.6 The contractor shall submit a list of qualified personnel and their potential assignments with the bid for evaluation. This should include personnel being assigned to emergency response and proximity.

- 6.1.3 **Test Equipment and Parts Inventory** -The contractor shall be able to test and repair all types of the City's controllers, control equipment, fiber optic communication lines and relates computer interface devices.
  - 6.1.3.1 The contractor shall have specialized controller test equipment, VOM, optical time domain reflectometer, fiber fusion splicer, low impedance meters, conflict monitor tester, ground fault meter, line analyzer, oscilloscope and other test equipment required to test and repair the above items.
  - 6.1.3.2 The contractor shall specialized street lighting test equipment such as a volt-ohm-millimeter, time domain reflectometer, low impedance meter and ground fault meter.
- 6.1.4 **Equipment** - The contractor shall have immediate availability to construction equipment such as pole foundation digger, bucket or line truck, cable carts, cable winches, concrete saw, and related equipment as necessary.
  - 6.1.4.1 This equipment along with sufficient skilled operators shall be capable of making repairs to or replacement of all parts of the City's traffic control system.
  - 6.1.4.2 The contractor shall provide a list of equipment with the bid submittal for evaluation.

7

### 7.1 Contract Pricing

- 7.1.1 Labor rates are based on the actual labor cost paid by the contractor. It is expected the Profit, Overhead, and Overtime factors in the rate computation will be constant. Only the Base Rate and Fringe Values may change as a result of a change in the applicable recognized Union Contract or as certified by the Department of Industrial Relations under Prevailing Wages.

The contractor would be required to document requested changes to the labor rates

- 7.2.1 Show the hourly rate charged for the various types of equipment used for normal traffic signal and street lighting maintenance. List other equipment you feel may be necessary. Trucks used for transportation shall be charged at pickup truck rates.

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### 8.1 Guarantee

- 8.1.1 All workmanship and materials for the work shall be guaranteed against defects for a period of one year (1) from date of final acceptance of the work by the City.

9

### 9.1 Contract Extension

- 9.1.1 This contract for maintenance, repairs and minor construction of traffic signals and street lighting is for the remainder of 2022, however it may be extended at the same or new negotiated prices annually up to but not to exceed two years.
- 9.1.2 The City reserves the right to negotiate new contract prices due to changes in the marketplace including, but not limited to, cost-of-living increases/decreases, inflation, or recession, and increased/decreased cost of supplies and materials.
- 9.1.3 Contract negotiation will take place between the City of Centerville and the current contractor. This process will take place in October of each year.

**10**

**10.1 Award/Evaluation**

10.1.1 In making the award, the city will evaluate the bids received, consider such features as listed below, as well as other factors which may be consider pertinent:

- 10.1.1.1 Compliance with these specifications
- 10.1.1.2 City's past experience with the contractor past performance and knowledge
- 10.1.1.3 City's knowledge of this type of work
- 10.1.1.4 Additional services or qualities offered that might benefit the city.
- 10.1.1.5 Quality of workmanship
- 10.1.1.6 Cost of the project
- 10.1.1.7 The city reserves the right to accept or reject any or all bids.