

Village of Bensenville

Invitation to Bid with Specifications

2016

Hydronic Ground Heater



BENSENVILLE
GATEWAY TO OPPORTUNITY

Bensenville Recreation Department
735 E. Jefferson St. Bensenville, IL 60106
Phone: 630-766-8888 Fax: 630-594-1143
www.Bensenville.il.us

LEGAL NOTICE

Official notice is hereby given that Sealed Bids will be received in the Office of the Village Clerk, 12 S. Center, Bensenville IL 60106 until 11:00 am local time on Thursday, April 28, 2016 and then at said office publically opened and read for following:

Hydronic Ground Heater

The Village of Bensenville will accept bids for a Hydronic Ground Heater rental (2 Units) and minimum of 8500 sq. ft. of concrete blankets to cover the hose. The rental period shall be for a 5 week period beginning on May 27 and the contractor will be responsible for initial set up of 2 ground heaters at the John St rink and transfer and set up of both units to the West rink for the final 2 weeks of the rental period. Contractor will also perform final removal of all equipment at the end of the rental period. The bids shall be sent to the Office of the Village Clerk located at 12 S. Center Street., Bensenville, IL 60106.

Detailed specifications and bid forms may be obtained at the Recreation Department, 735 E. Jefferson, Bensenville IL 60106, or by emailing jjones@bensenville.il.us or calling 630-670-7772.

Offers shall not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

The Village reserves the right to reject any and all bids or parts thereof, to waive any irregularities or information in bid procedures and to award the contract in a manner best serving the interest of the Village.

All bids must be tendered in seal envelopes and must be clearly marked on the opaque envelope:

Hydronic Ground Heater - BID

Any bid submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The bids shall be publicly opened at **11:00AM on Thursday, April 28, 2016** at Bensenville Village Hall 12 S. Center Street.

Ilsa Rivera-Trujillo
Village Clerk

BID SPECIFICATIONS

Hydronic Ground Heater

GENERAL TERMS AND CONDITIONS

1. **CONDITIONS** - Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

2. **ADJUSTMENTS TO CONTRACT** - Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on accepted unit prices.

3. **MULTI-YEAR CONTRACT** - Contracts with duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

4. DAMAGES TO PROPERTY

5.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

5.2 The CONTRACTOR is not authorized to drive equipment on to private property without proper written authority from the property owner.

5.3 It is recommended that, for the CONTRACTOR'S protection, if any damage exists before work begins (including sidewalk, driveway cracks) that the Director of Recreation or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

5. TIME OF COMPLETION, PENALTY AND LIQUIDATED DAMAGES

6.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

6.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR

shall be liable to the Village in the amount of two hundred dollars (\$200.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

5.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the Village within ten (10) business days of demand for payment. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

6. MEETING BEFORE WORK BEGINS - It is mandatory that the Contractor meets with the Director of Recreation or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. In the event that any of the Contractor's employees is deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

7. SAFETY - While working within the Village of Bensenville rights-of-way, the contractor shall conform to IDOT *Standard Specifications for Road and Bridge Construction* for work zone safety.

8. TAX EXEMPT STATUS – The Village is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Illinois State Exemption Number will be provided after Contract is awarded.

9. PRICING - All pricing for goods and services included in this bid shall be good through December 31, 2016.

SCOPE OF WORK

Bidding requirements, general terms and conditions, scope of work and other special requirements are hereby made part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

CONTRACTOR will safely provide installation of hydronic ground heater services to the Edge on John Street and the Edge on Jefferson West Ice Arena concrete floor for the purpose of removing/reducing floor heaving due to underfloor permafrost. The specifications contained herein describe the minimum requirements of the VILLAGE and any omission shall not relieve the CONTRACTOR of furnishing quality service in a timely manner.

I. EXPERIENCE OF KEY PERSONNEL:

The CONTRACTOR shall provide the VILLAGE with the services contained herein in a safe, efficient and professional manner. As a condition, CONTRACTOR must provide experienced, courteous, professional, trained and qualified personnel.

II. SAFETY:

The successful bidder must adhere to all OSHA and state of Illinois safety standards.

III. HYDRONIC GROUND HEATER SPECIFICATIONS AND CAPACITIES:

- Minimum Heater Gross Output Btu/h 280,000, net Output Btu/h 240,000
- Heater Efficiency % 84 Temp control digital
- Electrical requirements 2x20 amp x 120v AC
- Normal Operating Temp 165 – 180 deg.
- Normal Hose Operating Pressure psi 70 – 110
- HTF Flow Rate per Loop gph 265
- Thawing Capacity sq ft Min 3000
- Frost Prevention sq ft up to 9,000
- Pumps 2 – 265gph positive displacement
- Fuel Capacity – 150 gal
- Hose 6000ft
- Blanket Coverage – 8500 Sq Ft

IV. SCHEDULE OF SERVICES PERFORMED

A. 545 John Street: May 27, 2016 at 9:00 am until June 17, 2016 at 9:00 am.

B. 735 East Jefferson Street: June 17, 2016 until July 1, 2016.

BIDDER INFORMATION SHEET

NAME: (PRINT) _____

SIGNATURE: _____

COMPANY NAME: (PRINT)

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

EMAIL: _____

Please Return to: Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope plainly marked:
Hydronic Ground Heater – Bid. The bids must be received by 11:00 am on April 28, 2016. They will be publicly opened and read on Thursday, April 28 at 11:00 am in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. **Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier will disqualify the bid.**

Any bid submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

BID PRICE FORM

The undersigned, having become familiar with the specifications and local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in these contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents including insurance requirements, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the hydronic ground heater.

Unit prices shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the Bid Proposal. This Unit price will include all costs associated with the hydronic ground heaters including the delivery, assembly, training, meetings and warranty.

Unless otherwise specified, all bids shall be binding for ninety (90) days following the Bid opening date.

Location	Price Per Week	# of weeks	Bid Total
John Street		3	
Jefferson Street		2	
Total Price		5	

TOTAL COST CERTIFICATION

TOTAL COST: \$ _____

The Village Board reserves the right to reject any and all Bids or portions thereof

Signed:

Where bidder is a corporation, add:

Authorized Signature

Attest: _____
(Secretary or other authorized officer)

Date: _____

(CORPORATE SEAL)

REFERENCE SUBMITTAL

All bidders are required to furnish **three (3)** references from previous clients for whom they have performed similar work. (At least two of the references **MUST** be municipalities.)

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

1. NON-DISCRIMINATION IN EMPLOYMENT - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.

2. PREVAILING WAGES - Not less than the prevailing rate of wages as found by Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract, pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/1.

3. PERMITS AND LICENSES - The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract, and /or required by municipal, state and federal regulations and law.

4. REMOVAL OR SUSPENSION OF BIDDERS

The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Bidder will be given notice of such removal or suspension if:

- A. Services performed do not comply with specifications of contract with the contractor;
- B. Work is not done within the contract's specified timeframe;
- C. An offer is not kept firm for the length of time specified in the contract;
- D. Contractor fails to provide performance bond when required by invitation to bid;
- E. Contractor is found guilty of collusion;
- F. Bankruptcy or other evidence of insolvency is found;
- G. An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

5. COMPLIANCE TO LAW

5.1 The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

5.2 All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.).

6. CONDITIONS FOR BIDDING

6.1 Bid Definitions -

- A. Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work/specifications, bid price form and proposed contract documents including addenda posted prior to receipt of bids.

- B. Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

6.2 Bid Price Form – Prices shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked **Hydronic Ground Heater - Bid**”.

6.3 Late Bids – Formal bids received after specified bid opening time will not be considered and will be returned unopened.

6.4 Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.

6.5 Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, **post all addenda on the Village website (www.bensenville.il.us) under “Business” heading.** Addenda shall not be made less than four (4) days prior to bid opening. Bid Documents shall be used by each Bidder in preparing its Bid and neither the Village nor the Architect or Engineer assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Deputy Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

6.6 Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

6.7 Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.

6.8 Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. It is the bidder's responsibility to regard all addenda which will be posted on Village website at least four (4) days prior to date established for receipt of bids.

6.9 Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.

6.10 Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.

6.11 Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractors' Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.

6.12 Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.

7. AWARD, REJECTION or DISQUALIFICATION OF BIDS - Contracts are awarded to the lowest responsible bidder. The Bidder acknowledges the right of the Village to reject any or all Bids and to waive informality or irregularity in any Bid received and to award each item to different Bidders or all items to a single Bidder (to accept, split, and or reject part(s) of any of all Bids). In addition, the Bidder recognizes the right of the Village to reject a Bid if the Bidder failed to furnish any required Bid security or to submit the data required by the Bidding documents, or if the Bid is in any way determined by the Village to be incomplete or irregular.

7.1 Responsibility of a bidder is determined by taking the following into consideration:

- A. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- B. The ability, capacity, and skill of the Bidder to perform the Contract to provide the service required;
- C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
- D. The quality of performance of previous contracts of services;
- E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service;
- F. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- G. The number and scope of conditions attached to the Bid;
- H. Responsiveness to the exact requirements of the invitation to bid;

- I. The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
- J. The financial resources of the Bidder;
- K. Cash discounts offered;
- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration; and
- O. Past records of the Bidder's transaction with the Village or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness.
- P. Any other evidence of bidder's responsibility as determined by the Village.

7.2 The Village may reject any and all Bids, and may re-advertise for new bids.

7.3 The following may be cause for disqualification of a submitted Bid:

- A. Prices excessively high and/or exceed monies available for the intended purchases;
- B. Failure to submit Bid deposit or surety;
- C. Failure to offer to meet specified delivery or performance schedules;
- D. Failure to price out the Bid in conformance to the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- E. Rights of the purchasing agency limited under any contract clause;
- F. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Village Finance Director;
- G. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- H. Bidder fails to submit required information, literature, samples, or affidavits with Bid;
- I. Late Bids;
- J. Failure of any authorized person to sign the Bid; and
- K. Bidder is prohibited by local, state or federal law from entering into public contracts.

7.4 Village staff is authorized to independently investigate matters of bidder's responsibility and verify any statement made to the Village by the bidder.

7.5 **NOTICE OF AWARD** – After the acceptance and award of the bid, and upon receipt of a purchase order executed by the proper Village officials, this instruction to bidders, including specifications, and bid price form constitutes part of the legal contract between the Village of Bensenville and the Contractor.

8. CONTRACT PROVISIONS

8.1 **MATERIAL, EQUIPMENT, AND WORKMANSHIP:** - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality.

All workmanship will be of good quality and free from defects. Contractor shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.

- 8.2 CATALOGS** - Each Bidder shall submit when necessary, or when requested by the Deputy Clerk, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the Specifications, necessary to fully illustrate and describe the material or Work proposed to be furnished. When equipment requires installation, the successful Bidder shall submit detailed shop drawings to the Deputy Clerk for the Village's approval. Drawings shall show the characteristics of equipment and installation details.
- 8.3 SAMPLES** - Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at Bidder's expense. Each sample must be marked with Bidder's name, address, subject of proposal, date, and time of bid opening. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**
- 8.4 SPECIAL HANDLING** - Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Bidder shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of the Bid.
- 8.5 TRAINING, DEMONSTRATIONS** - Training will be required by the Bidders to the Village of Bensenville employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.
- 8.6 SHOP DRAWINGS** - When contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or designee, for approval. Drawings shall show the characteristics of equipment and operation details.
- 9. VILLAGE SUPERVISION** - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 10. SAFETY/LOSS PREVENTION PROGRAM** – The Village may request that the contractor provide written confirmation that a safety/loss prevention program was in place at least

90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

11. VENUE – The parties hereto agree that for the purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.

12. DELIVERY

- A. Bid items must be delivered within thirty (30) days from the date of execution of the Contract unless a specific delivery date is stated on the bid. The Village may cancel the Contract without obligation if Delivery requirements are not met. If said Contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m.
- B. Shipments shall become the property of the Village after delivery and acceptance.
- C. Bid price shall include delivery as indicated herein.
- D. All prices must be quoted F.O.B. Bensenville, Illinois.
- E. CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including “all risk” insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.

13. VILLAGE INSURANCE REQUIREMENT – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- 2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- 3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 “Any Auto.”
- 4) Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.

B. Minimum Limits of Insurance Contractor shall maintain limits no less than:

- 1) Commercial General Liability \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General

Aggregate shall be no less than \$5,000,000 or a project/contract specific aggregate of \$5,000,000.

- 2) Business Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$2,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages

- a. The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- b. The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- d. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Workers' Compensation and Employers' Liability Coverage

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

3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E. Acceptability of Insurers

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

F. Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

G. Subcontractors – PROHIBITED for this CONTRACT

H. Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I. Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

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

14. DEFAULT - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- If the contractor/vendor fails to make delivery of materials or to perform the services within the time specified herein or any extension hereof; or
- If the contractor/vendor fails to make progress so as to endanger performance of the contract; or
- If the contractor/vendor fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

15. ALTERNATE MATERIALS AND EQUIPMENT - Where specifications read “or approved equal”, contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer’s catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless “No Substitutes” is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer’s literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

16. BIDDER’S ACCESS TO PROCUREMENT INFORMATION - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

17. ACCEPTANCE - Contracted work will be considered accepted when final payment is made.

18. PAYMENT

A. For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval

of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.

- B. For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.

19. PAYMENT WITHHELD - The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the contractor to make payments properly to subcontractors or for material or labor;
- D. Damage to other contractors' tools, materials, work or equipment;
- E. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

20. DEDUCTIONS FOR UNCORRECTED WORK - If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

21. LIENS – The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).

22. REORDERS - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

23. GUARANTEES AND WARRANTIES

- A. All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.

- B. All warranties for materials or equipment must be received with title before payment for same is recommended.

24. CHANGES/ADDITIONAL SERVICES/DELETIONS - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village

Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

25. CHANGE ORDER AUTHORIZATION - Pursuant to Public Act 85-1295 (720 ILCS 5/33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- A. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- B. The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- C. The change is in the best interest of the Village.

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:

Village of Bensenville:

Signature

Signature

Title

Title

Date

Date

