

Village of Bensenville

Invitation to Bid with Specifications

2013 Parkway Tree Planting Program



BENSENVILLE
GATEWAY TO OPPORTUNITY

Bensenville Public Works
717 E. Jefferson St. Bensenville, IL 60106
Phone: 630-350-3435 Fax: 630-594-1148
www.Bensenville.il.us

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INVITATION TO BID

2013 PARKWAY TREE PLANTING PROGRAM

The Village of Bensenville will accept bids for the **“2013 Parkway Tree Planting Program”** The bids shall be sent to the Office of the Village Clerk located at 12 S. Center St. Bensenville, IL 60106.

The bids shall be publicly opened at **10:30AM on Tuesday, February 19th, 2013** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Tree Planting-BID**

Detailed specifications may be obtained by contacting Ken Rubach, Public Works Supervisor at 630-350-3435, or via email at krubach@bensenville.il.us

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

Susan Janowiak
Village Clerk

Initial: _____

BID SPECIFICATIONS

Village of Bensenville, Illinois

2013 Parkway Tree Planting Program

PART I GENERAL SPECIFICATIONS

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. BID SECURITY

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

3. ADJUSTMENTS TO THE 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 on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on accepted unit prices.

4. DAMAGES TO PROPERTY

4.1 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

Initial: _____

owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

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

4.3 It is recommended that, for the CONTRACTOR'S protection, if any damage exists before work begins (including sidewalk, driveway cracks) that the Director of Public Works 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

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

5.2 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 One hundred dollars (\$100.00), 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. 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.

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PART II TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Bidding requirements, general and special conditions and other special requirements are hereby made part of the general 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.

1.2 These specifications include standards necessary for and incidental to the execution and completion of planting, including hauling and spreading of topsoil, and finished grading.

1.3 Applicable specifications and standards:

- American Standard for Nursery Stock*. ANSI Z60.1-2004
- Principles and Practices of Planting Trees and Shrubs*. International Society of Arboriculture.
- Standardized Plant Names* American Joint Committee on Horticulture Nomenclature.
- American National Standards Institute for Tree Care Operations- Transplanting*. ANSI A300-2005
- Standard Specifications for Road and Bridge Construction*. Illinois Department of Transportation.

2. QUALITY OF TREE MATERIALS

2.1 Unless otherwise specified, trees must originate from an Illinois Department of Agriculture Certified Nursery and shall be first class nursery grown representatives of their normal species and varieties. Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the Village of Bensenville for the last two years. They shall have been freshly dug during the most current harvest season. They shall have average or normal well developed branches, together with vigorous root systems. Trees shall be free from insects, eggs, larvae, diseases, sun scald, knots, stubs, or other objectionable disfigurements. Thin, weak trees will not be accepted. Trees must show appearance of normal health and vigor in strict accordance with these specifications.

2.2 Trees shall be free of branches (undertrimmed) no higher from the ground line than 1/2 the total height of the tree; shall have single leaders, be well branched, and with reasonable straight stems. This requirement shall cover general species, but some varieties, which have other characteristics of growth, will be accepted. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage or cuts larger than 3/4 inch in diameter that are not completely closed will be rejected.

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2.3 Trees shall be true to their name as specified.

2.4 Topsoil (if needed) furnished shall be free of roots, stones over one (1) inch in diameter, herbicides, subsoils, contaminants and construction debris. Topsoil shall not be frozen or muddy. All surplus topsoil shall be removed by the contractor.

3. **SIZE** – Tree plantings shall be a minimum of 2 ½” in diameter. Request for pricing shall include 2 ½” and 3” diameter.

4. MEASUREMENT FOR SIZE

Trees up to four inches in diameter shall be measured six inches above the natural ground line.

5. **QUANTITY** - As listed. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

6. BALLED AND BURLAPPED TREES

Trees shall be balled and burlapped, and dug with a sufficient quantity of earth taken equally on all sides and bottoms of the trees to include the necessary roots to ensure growth as specified in the most recent edition of the *American Standard for Nursery Stock*. The thickness of depth of the balls shall be prepared in a workmanlike manner and firmly bound. All material purchased shall be tagged and clearly labeled by the nursery with the common name as shown on the bid list.

7. INSPECTION OF TREE MATERIAL

7.1 Inspection of tree material will be made by the Public Works Supervisor, or his designee, prior to planting in its final destination. A written request for the inspection of the plant material must be made ten (10) working days in advance prior to digging. The request shall state the place of growth and quantity of plants to be inspected. The Village reserves the right to refuse the inspection if in its judgment the quantity of trees to be harvested is an insufficient amount.

7.2 Approval of tree material on examination shall not be construed as an acceptance of it. **Final acceptance will not be made until the planted tree is in a healthy, growing condition twelve (12) months after planting.**

7.3 All tree material shall comply with State and Federal laws with respect to inspection for tree diseases and insect infestation. An inspection certificate, required by law to this effect, shall accompany the shipment and on arrival the certificate shall be filed with the Director of Public Works.

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7.4 All plants shall be selected and tagged by the contractor at their place of growth.

8. DIGGING OF TREES

Trees shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. The maximum time lapse between digging and properly loaded for delivery to the site of work shall be four days for balled and burlapped trees. They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all of the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing.

9. TRANSPORTATION

During transportation, the contractor shall exercise care to prevent injury and drying out of the trees. Upon arrival to the site of work, trees will be inspected for proper shipping procedures. Should the roots be dried, primary branches broken, balls of earth broken or loosened, or areas of bark torn, the Public Works Supervisor, or his designee, may reject the injured tree. When a tree has been rejected, the contractor shall at once remove it from the area of work and replace it without any additional expense to the Village of Bensenville. All trees shall be delivered with no tree wrap.

10. 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.

11. USE OF EXISTING TREE MATERIAL

Existing tree material shall be used for backfill except in cases where the soil is deemed unsuitable due to hard clay or rock content.

12. EXCAVATION

Holes for trees shall be dug at the location indicated by a stake set by the Public Works Forestry Division. The minimum diameter and depth of the hole will depend upon the size of the root ball; therefore each planting excavation should be sized in accordance with recognized horticultural practices.

13. TREE PLANTING PROCEDURES

13.1 Tree plantings shall be performed by experienced personnel, well versed in accepted horticultural practices, and under the supervision of a qualified tree planting foreman

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13.2 Trees shall be placed in a position exactly vertical and at the depth where the root flare is at or slightly above the finished grade. Excess soil from the root ball must be removed following installation. Any additional backfill soil shall, at the time of planting, be in a loose, friable condition. At no time shall the topsoil used on the job be stockpiled on turf. Plants shall be set so that they will be the same depth one (1) year later. **The trunk of the tree is not to be used as a lever in positioning or moving the tree in the planting hole.**

13.3 After a tree is placed in the hole, tie cords and burlap shall be cut away.

13.4 Thorough watering shall follow the backfilling operation. The watering shall completely saturate the backfill. After the backfill settles, as a result of watering, additional backfill shall be placed to match the level of the finished grade. Excess backfill material shall be removed by the contractor.

13.5 A hardwood chip mulch cover shall be provided for each tree. A three inch deep circular water saucer of soil shall be constructed around each tree and shall be filled with shredded hard bark mulch or other approved material authorized by the Public Works Supervisor

13.6 Any excess soils, debris or trimmings shall be removed from the planting site immediately upon completion of each planting operation.

14. INSTALLATION TIMEFRAME

All trees for the spring planting shall be installed by May 31st, 2013 unless other notified. If a fall planting occurs all trees shall be installed by November 30th, 2013.

15. LOCATION OF TREE PLANTING

Trees will be planted on Village parkways and public property at various locations within the Village.

16. BRACING

16.1 Trees larger than four feet in height and smaller than eight feet in height shall require one support post, so placed that a biodegradable rope between it and the tree will be parallel to the roadway.

16.2 Trees larger than eight feet in height will require two support posts, so placed that a biodegradable rope between them will be parallel to the roadway.

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17. TREE PLANTING CARE INSTRUCTIONS

Contractor shall provide maintenance instructions to the Village of Bensenville on how to care for the newly planted trees.

18. TREE WARRANTY

Newly planted trees shall be guaranteed for one year beginning the date of project acceptance. The successful bidder shall inspect all trees before the end of the warranty period and replace any dead trees. Prior to expiration of the warranty period, the contractor shall arrange a mutually agreeable date and time to inspect the trees with the Public Works Supervisor or his designee. A tree deemed unacceptable by the Public Works Supervisor or his designee shall be replaced by the contractor at no cost to the Village of Bensenville. Trees replaced as a result of meeting warranty requirements shall be warrantied for one full year from date replacement is completed.

19. PRICING

All pricing for good and services included in this bid shall be good through December 31st, 2013.

Initial: _____

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:**
Tree Planting- Bid

The bids must be received by **10:30am on February 19th, 2013**. They will be publicly opened and read on **February 19th, 2013** at **10:30am** 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.**

Initial: _____

BID SHEETS

The undersigned, having become familiar with the specifications and with 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 the 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, 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 2013 Tree Planting Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid: All proposals shall be based on delivery, planting, and staking of trees with a minimum diameter as shown below.

Quantity	Tree Name	2.5" Unit Cost	2.5" Total Cost	3.0" Unit Cost	3.0" Total Cost
20	Chicagoland Hackberry <i>Celtis occidentalis Chicagoland</i>				
15	Chanticleer Pear <i>Pyrus calleryana Chanticleer</i>				
5	Spring Snow Crabapple <i>Malus x Spring Snow</i>				
5	Corinthian Linden <i>Tilia cordata Corinthian</i>				
20	Swamp White Oak <i>Quercus bicolor</i>				
20	American Sentry Linden <i>Tilia americana American Sentry</i>				
20	Commendation Elm <i>Ulmus carpinifolia Commendation</i>				
25	Village Green Japanese Zelkova <i>Zelkova serrata Village Green</i>				
5	Crimson Spire Oak <i>Quercus robur x Q. alba Crimschmidt</i>				
135	TOTAL COST	XXXXXX		XXXXXX	

*Final Quantities Subject to Change

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TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

1) TOTAL COST PER SPECIFICATION (2.5" DIA): \$ _____

2) TOTAL COST PER SPECIFICATION (3.0" DIA): \$ _____

Signed:

Where bidder is a corporation, add:

Authorized Signature

Attest: _____
(Secretary or other authorized officer)

Date: _____

(CORPORATE SEAL)

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REFERENCE SUBMITTAL

All bidders are required to furnish **three (3)** references from previous clients whom they have performed similar work for. (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: _____

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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.

ELIGIBILITY TO BID

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 the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3).

- 2) 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 Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - 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.

- 3) Compliance to Law -
 - a) 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

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any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

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

CONDITIONS FOR BIDDING

- 1) Bid Definitions -
 - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued 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.
- 2) Bid Price Form - 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 "Tree Planting - BID".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 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.
- 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, send written addenda to all bidders. 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) 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.

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- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 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 to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 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.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 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's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 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.
- 13) Bid Award - 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 incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - b) The current, uncompleted work in which a Contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the bidder;
 - d) Cash discounts offered;
 - e) 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

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bid which is low in point of price may be rejected if the material to be furnished is not the best;

f) Direct, indirect and incidental costs to the Village;

2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 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.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) 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”.
- 4) 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 \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

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- (2) Business Automobile Liability: \$1,000,000 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 \$1,000,000 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

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

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

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 anywise 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 anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the

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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 connections 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.

- 5) F.O.B. - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
 - a) 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.
- 6) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel 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. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.
- 7) Delivery - Bid price shall include delivery as indicated herein.
- 8) 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:

Initial: _____

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

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.

- 9) 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.
- 10) 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.
- 11) Acceptance - Contracted work will be considered accepted when final payment is made.
- 12) 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.

Initial: _____

13) 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.

14) 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.

15) 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.

16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 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.

Initial: _____

VENDOR:

Village of Bensenville:

Signature

Signature

Title

Title

Date

Date