

Village of Bensenville



BENSENVILLE
GATEWAY TO OPPORTUNITY

Contract Document Number
13.6.03

Aerial Bucket Truck

Conformed Agreement

Village Board Approval on

TABLE OF CONTENTS

TABLE OF CONTENTS 2

INVITATION TO BID 3

BID SPECIFICATIONS 4

BIDDER INFORMATION SHEET 11

BID SHEETS 12

**GENERAL CONDITIONS AND INSTRUCTIONS TO
BIDDERS 15**

Initial: _____

INVITATION TO BID

Aerial Bucket Truck

The Village of Bensenville will accept bids for a “**Aerial Bucket Truck**” 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 **10:00AM on Friday, March 8th, 2013** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Bucket Truck-BID**

Detailed specifications may be obtained by contacting Ken Rubach, Public Works Supervisor at 630-350-3435, or by visiting the bid postings page on the Village website at <http://www.bensenville.il.us/bids.aspx>

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

Aerial Bucket Truck

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. 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.

Initial: _____

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.

BELOW ARE THE EQUIPMENT SPECIFICATIONS/FEATURES FOR THE AERIAL BUCKET TRUCK, APPROVED EQUALS ARE ALLOWED UNLESS OTHERWISE NOTED

2. EQUIPMENT SPECIFICATIONS

A) STANDARD FEATURES

CHASSIS: (TO BE PROVIDED BY ROESCH FORD)

1. 2013 Ford F550 Cab Chassis
2. XWD
3. Cab to Axle: 84"
4. G.V.W.R. of 18,500
5. Engine – 6.7L Power Stroke V8 Turbo Diesel
6. Automatic 6- Speed TorqShift
7. PTO option on transmission
8. Integrated Trailer Brake Controller
9. Air Conditioning and heavy duty heater.
10. Power steering.
11. (4) Up Fitter Switches
12. Heavy duty 4 wheel, anti lock, disc brakes
13. Tires (6) 19.5" Wheels w/ Radial Tires
14. Heavy duty springs to exceed G.V.W. of chassis.
15. Alternator 155 amps.
16. Battery 750 CCA, 78-AH
17. Mirrors to be Swing Away with Telescopic Adjustment and Built in Convex
18. Front tow hooks.
19. AM/FM stereo w/ clock.
20. Intermittent wipers, heavy duty vinyl seats, full factory gauges, two 12 volt accessory plugs, dome light, and sun visors.
21. Fuel Tank 40 gallon rear mounted
22. Exterior color to be _____ and interior color to be gray.
23. One complete set manual on CD.

Initial: _____

AERIAL LIFT: Altec AT40G Articulating Telescopic Aerial Device

1. Telescopic/Articulating Aerial Device
2. Compensated Articulating Arm
3. Hydraulic Boom Extension
4. Low Power Fiber Optic Control System
5. Altec ISO-Grip® System
6. Fully Metered 4-Function Single Handle Upper Control
7. Platform access from the ground
8. End-Mounted Platform 24 x 30 x 42 in (610 x 762 x 1067 mm)
9. Platform Capacity 400 lb (181.4 kg)
10. Composite Platform Mounting Bracket
11. 180 Degree Platform Rotator
12. Hydraulic Platform Leveling
13. Continuous Rotation
14. Emergency Lowering Valve at Platform
15. Platform Leveling at Upper/Lower Controls
16. Insulating, ANSI Category C, 46 KV and Below
17. Open Center Hydraulic System
18. Outrigger Boom Interlock System
19. Outrigger Motion Alarm
20. ISO-Boom offering Category C isolation with boom retracted
21. Secondary stowage system
22. Platform (Bucket) cover

Initial: _____

SERVICE BODY:

1. Fiberglass Service body for 84" C.A. Chassis. **No Exceptions**
2. Body to have a five year parts and labor warranty **No Exceptions**
3. 42" high Side packs w/ 20" deep compartments.
4. 1/4" Aluminum diamond plate floor w/ 4" structural channel substructure w/ flat strap reinforcement welded before galvanized. **No Exceptions**
5. Body to be constructed of fiberglass and resin, no spray in fillers or foam type laminates will be permitted.
6. Body face, back walls, and side walls to be a minimum of 1/4" thick pure glass and resin, with the corner areas being a minimum of 3/8" thick pure glass and resin.
7. Aluminum Tread-plate Full Load area liners.
8. All hinge, latch, and doors chain points shall have aluminum embedded in the glass for strength.
9. Stainless steel fasteners used exclusively including self-tapping screws. **No Exceptions**
10. Minimum bolt size 1/4" w/ Self-locking nuts used exclusively.
11. Chrome over Bronze Hinges **Guaranteed For Life.**
12. Stainless steel slam latches w/ rubber gasket latches Keyed alike w/ bronze striker
13. Sponge rubber sealing - automotive type seal and high capacity aluminum drip rail above compartments.
14. Body color gel coat to match chassis
15. "No-Sweat" Vent system installed & Rubber dock bumper installed on front stock bumper
16. Aluminum Transverse compartment open right side w/ heavy duty shelf on inside top of compartment.
17. Aluminum Sign Post Storage Mounted LS Cargo Area
18. Aluminum Guard package including gas fill and body front guards. Door chains on all doors except L2.
19. Install sealed Truck Lite LED lighting system with sealed s/o loom and plug in connection to chassis harness
20. 8.5" Galvanized recess bumper w/ Receiver; trailer socket; "D" Rings, and Break-A-Way loop **No Exceptions**
21. Galvanized Steel Total Cab Guard w/ H.D. Expanded Metal Surface; Rear Window & Access Stairs to Top
22. 24" Galvanized Tail Shelf w/Built In Stairway & Stainless Steel Hand Rail

Initial: _____

23. Recessed Plastic License Plate Box w/LED Light Installed In Aluminum Modesty Panel
24. Galvanized Dual Tank Rack Installed In Compartment
25. Aerial Stability Test
26. Aerial Die-Electric Test

LIGHTING:

1. Ecco 3410 LED Safety Director w/full Featured Controller Recessed In Tail Shelf
2. (5) Ecco 3811A LED lights installed: On right and left rear of service body back wall – Facing Rear Centered Under Tail shelf – Centered Each Side Of Cab Guard – Centered Front Of Cab Guard
3. (1) Ecco 9021AA Hide-A-LED System installed in front turn signals, all LED Strobes to be wired to Ecco Safety Director Controller Auxiliary Button
4. (2) Betts LED Flood Lamps Wired To One Up fitters Switch & Labeled “Scene”
5. (1) GoLight Stryker Spot Light With (2) Wireless Dash & Hand Remote Controls
6. (2) LED Full Length Drip Rail Lights Wired To One Up fitters Switch & Labeled “Rail”

COMPARTMENTATION:

1. **R1** (1) Adjustable Aluminum Shelf
2. **R2** (1) Adjustable Aluminum Shelf
3. **R3** (1) Adjustable Aluminum Divider Shelf
4. **R4** (1) Adjustable Aluminum Divider Shelf
5. **L1** (2) Adjustable Aluminum Divider Shelves
6. **L2** (2) Adjustable Aluminum Divider Shelves
7. **L3** (1) Adjustable Aluminum Divider Shelf
8. **L4** (2) Adjustable Aluminum Divider Shelves

*Note: All Shelves .125"aluminum. All dividers and divider material will be aluminum. **Fiberglass or Mild Steel will not be accepted.** All shelves and compartment bottoms rubber lined.*

INVERTER:

1. Xantrex Inverter 5000 & Installation Wired To Up Fitter Switch
2. Remote On/Off Switch Recessed In Shelf Lip
3. 600 CCA Deep Cycle Batteries (2)
4. Poly Deep Cycle Battery Box w/ Lid & Tiedown Strap (2)
5. Duplex Outlet Installed

Initial: _____

B) OPTIONAL FEATURES (*Prices shall include installation*)

1. Heavy Duty Aluminum Tool/Parts Drawers
2. Gripstrut Galvanized Running Boards
3. ECCO K4204M Back Up Camera & Sensors
4. ECCO 500 Series Model 510 Back Up Alarm
5. Central Locking System- To allow for locking of all compartments
6. 45' Cord Reel- Electrical cord

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:**
Bucket Truck- Bid

The bids must be received by **10:00am on March 8th, 2013**. They will be publicly opened and read on **March 8th, 2013 at 10:00am** 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 purchase of the Aerial Bucket Truck.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

ITEM	PRICE
1- Aerial Bucket Truck <i>(EXCLUDING CHASSIS COST)</i>	
Heavy Duty Aluminum Tool/Parts Drawers <i>(OPTIONAL EQUIPMENT)</i>	
Gripstrut Galvanized Running Boards <i>(OPTIONAL EQUIPMENT)</i>	
Back Up Camera & Sensors <i>(OPTIONAL EQUIPMENT)</i>	
Back Up Alarm <i>(OPTIONAL EQUIPMENT)</i>	
Central Locking System <i>(OPTIONAL EQUIPMENT)</i>	
45' Cord Reel <i>(OPTIONAL EQUIPMENT)</i>	
TOTAL PRICE WITH OPTIONS:	\$

Initial: _____

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.

TOTAL COST FOR AERIAL BUCKET TRUCK: \$ _____

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 whom they have performed similar work for. (Two of which 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: _____

Initial: _____

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 #II89-11, 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

Initial: _____

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 "Bucket Truck - 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.

Initial: _____

- 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

Initial: _____

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

Initial: _____

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

Initial: _____

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