



VILLAGE OF BENSENVILLE

Contract Document Number
13.8.02

2013 Sidewalk Replacement Program

Conformed Agreement

Village Board Approval on

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INVITATION TO BID

2013 SIDEWALK REPLACEMENT PROGRAM

The Village of Bensenville will accept bids for the **“2013 Sidewalk Replacement 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 **10:00AM on Monday, August 12th, 2013** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Sidewalk Replacement-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 reserves the right to reject any and all bids or portions thereof

Ilsa Rivera-Trujillo
Village Clerk

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BID SPECIFICATIONS

Village of Bensenville, Illinois

2013 Sidewalk Replacement Program

PART I GENERAL SPECIFICATIONS

1. LOCATION OF THE WORK

The location of the work will be within the public rights of way in the Village of Bensenville, Illinois (please see attached map for specific areas). The estimated quantity of sidewalk is 6,950 square feet.

2. DESCRIPTION OF THE WORK

The work included in this contract consist of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of sidewalk removal and replacement as well as any other incidental and miscellaneous items of work in accordance with the Standard Specifications and these special provisions.

3. 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.

4. BID SECURITY

4.1 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.

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

5. 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

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current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

6. DAMAGES TO PROPERTY

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.

7. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

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

7.2 Should the CONTRACTOR fail to complete the work by **November 1st, 2013** or within such extended time as may have been allowed the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Five Hundred dollars (\$500.00), 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.

7.3 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 OWNER. 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.

8. TRAFFIC CONTROL

8.1 The Contractor will be responsible for all traffic control, including but not limited to barricades, signs, flagmen, etc., to maintain a smooth flow of traffic through the job sites.

8.2 The Contractor shall ensure that all traffic control devices installed by him are operations 24 hours a day including Sundays and Holidays. This also applies to barricades placed along the sidewalk to provide warning to pedestrian traffic. Should the Village be required to provide additional or supplemental traffic control devices or barricading for pedestrians the Contractor shall be charged at the rate of eighteen (\$18) dollars per barricade per day plus a twenty-five (\$25) dollar delivery and pick-up charge. All barricades shall be D.O.T. Class II with reflective striping and either blinking or steady burn lighting.

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9. SAFETY

9.1 The importance the Village attaches to safety cannot be overemphasized. The Village reserves the right, at its discretion, to stop work or disallow payment for any work performed where the proper safety precautions were not being observed.

9.2 Proper warning signs, barricades and / or other protective devices must be provided by the Contractor. These shall be in accordance with the Manual of Uniform Traffic Control Devices.

10. REMOVAL

In order to minimize the potential damage to parkways, adjoining private property and tree root systems, all sidewalks to be removed shall be removed with equipment operated from the street pavement. **Preferred removal equipment shall be a “Gradall” (or similar method) or by hand or a combination of these methods.** The use of skid steer equipment will be allowed at the discretion of the Director of Public Works or his designee. If skid steer equipment is permitted the Contractor shall protect existing sod by covering with boards or other protective material. **Any damage to sod due to lack of proper protection from equipment shall be replaced at Contractors expense according to the provision listed under PART II Technical Specifications Number 7. Additional Parkway Restoration.** Any sidewalk or sidewalk related work which is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway or on the street pavement under any circumstances. There shall not be stockpiling of stone, other materials, tools, form work or equipment on any parkway. There shall not be any machinery parked, stored or operated on the parkway at any time. The Contractor shall have sufficient chutes, pumps, carts, buggies or wheel barrows on hand to eliminate ready-mix trucks from either driving or backing onto parkways.

11. JOB SITE PROTECTION

The Contractor shall be responsible for protection of the job site after each pour until curing has been accomplished and new concrete is resistant to damage including vandalism. If the Village determines that the Contractor is not providing adequate protection, the Village will assume job site protection responsibilities with deductions for employee time and / or overtime being made from final payout, after the Contractor has been notified of poor job site protection through written notice. Sidewalk that is vandalized or damaged and that cannot be reworked shall be replaced at the expense of the Contractor.

12. SITE CLEANLINESS / SPOIL DISPOSAL

12.1 The Contractor shall maintain a clean job site at all times. All spoil spillage, concrete slop or spill shall be immediately cleaned up from turn areas, adjoining walk, driveways or aprons and the street. No concrete truck washout of chutes will be allowed

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on any street, parkway or in any sewer. The Contractor is to provide containment and removal of excess concrete. No equipment or materials are to be stored in the street or parkway.

12.2 Disposal of all spoil materials (concrete or soils), shall be considered incidental to this contract. The Village will not provide any site(s) for any spoil materials on a temporary or permanent basis.

13. ELEVATIONS

13.1 The Contractor shall be required to excavate and remove soil or other materials under existing sidewalk or otherwise shall permit the thickness of the finished sidewalk to be in accordance with the specifications set forth herein and to provide a continuous, uninterrupted and level walk. This work will not be paid for separately but shall be considered incidental to the cost of the sidewalk.

13.2 The Contractor shall be responsible for necessary connections to private service walks to provide a smooth and level transition with adjoining public walks where elevations of public walk are altered from original existing walk.

13.3 The Contractor is responsible for meeting the ADA compliance.

14. DRIVEWAY CROSSINGS

14.1 **When walk removal intersects private driveways the Contractor shall give notice to the respective homeowner 24 hours before work commences at that location so that the necessary vehicles can be removed.**

14.2 When crossing a bituminous driveway the Contractor shall make a saw cut six (6) inches across drive to allow for form work prior to walk removal.

14.3 The Contractor shall be responsible for restoration of driveways and driveway aprons where damaged during removal or replacement operations.

14.4 Restoration of driveways and aprons shall be completed within two (2) days after concrete placement at that location.

15. RESTORATIONS

Upon completion of each pour, the Contractor shall be responsible for the restoration of the project. This restoration, including grasses, trees, shrubs and related landscape items, shall generally be within six inches of the sidewalk and shall be incidental to the sidewalk construction. Complete restorations of disturbed parkways with approved pulverized topsoil, without stone aggregate, and seed along the back of curb and edges of replaced sidewalk such work shall be considered incidental to the applicable sidewalk payment item. Any damages to adjacent properties or utilities shall be restored to their original

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condition by the Contractor. Landscape restoration shall be within five (5) days of concrete placement.

16. DETECTABLE WARNINGS

Where the public walk intersects with the street, Contractor will ramp walk to provide accessibility for wheelchairs. All walk ramps must comply with the Illinois Department of Transportation Highway Standard 424001-03 which provides for truncated domes and a contrasting color of brick red (detail attached). The detectable warning area will be a 24" x 48" cast-in-place truncated dome warns tiles by Armor Tile Tactile Systems (www.armor-tile.com). Other products may be used with approval of the Engineer. Before ordering the detectable warnings, the Contractor shall verify with the Engineer the manufacturer, color, and style of the detectable warnings.

17. WORK AROUND TREES

17.1 The Contractor shall place extreme importance upon the protection and care of trees and shrubs during all times of this project.

17.2 When walk removal is required around trees, Contractor shall take extra precautions to avoid damage to tree and tree root system as follows. There shall not be stockpiling or storage of materials, tools or equipment within the drip line of any tree. There shall not be any machinery parked, stored or operated within the drip line of any tree. If during construction it becomes necessary to expose tree roots, the Contractor shall contact the Public Works Supervisor before cutting. A clean vertical cut must be made at the proper root location nearer the tree trunk, as necessary, by means of hand digging around the root and cutting with chain saw, hand saw or other similar method. Ripping, shredding, chopping or tearing will not be permitted. Use of an ax, hatchet, pick ax, machete or knife will not be permitted. Limbs which interfere with equipment operation or sight distances shall also be pruned by Village crews. Trees which are subjected to construction injury shall be thoroughly watered, with the number of applications to be directed by the Public Works Supervisor

17.3 In the event that a tree is injured such that potential irreparable damage may ensue, as determined by the Public Works Supervisor, the Contractor shall be held liable for the full value of the tree based upon the guideline entitled Council of Tree and Landscape Appraisers "Guide for Plan Appraisal" – most current edition. The Contractor shall cause to be paid to the Village of Bensenville either by direct payment to the Village or a deduction from the contract the full amount of replacement worth as determined by the guideline.

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17.4 Should a tree be injured to a lesser extent, the Village of Bensenville’s Forestry Division or a professional tree contractor approved by the Village will handle corrective work and a deduction shall be made from Contractor’s request for payment.

17.5 Any sidewalk being replaced shall be at least one (1’) foot from the base of any tree. This may be accomplished by curving the walk into the parkway to maintain a constant five foot walk width or by narrowing the walk around the tree. At no time shall a walk be curved onto private property to avoid a tree; walk shall be narrowed in this instance

PART II TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 These specifications shall apply to all new construction of or replacement of public pedestrian walkways located within dedicated public right-of-ways with the Village of Bensenville.

1.2 Wherever reference is made to “IDOT Standard Specifications” it shall mean the “Standard Specifications for Road and Bridge Construction, State of Illinois Department of Transportation” adopted January 1, 2012 and all supplemental specification thereto.

1.3 The items contained within this specification shall serve as a guide to items of specific requirements in the Village of Bensenville.

1.4 Where reference is made to “The Engineer” it shall be interpreted to mean the Director of Public Works or a designated representative of the Director of Public Works.

2. CONSTRUCTION

2.1 All pedestrian walkways shall be constructed of Portland Cement Concrete, Type I, constructed in one course on a prepared subgrade.

2.2 The dimensions of the walkways shall conform as follows:

2.2.1 The walks shall be 5’-0” (five feet) wide and 5” (five inches) in thickness, except at the intersection of driveways and where the sidewalk abuts curb (keywalks), where the thickness shall be a minimum of 6” (six inches), (8” through commercial driveways) for that portion of the walk.

2.3 FORMS

Construction shall conform to the requirements of Section 424 of the IDOT Standard Specifications except as modified herein. Formwork for P.C.C. Sidewalk shall be a

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minimum of 2x6 of steel of equal rigidity and height. **No 2x4 forms will be allowed during construction.**

2.4 SUBGRADE

2.4.1 The existing subgrade shall be mechanically tamped or rolled until thoroughly compacted. At locations where sidewalk is constructed at entrances, the sidewalk shall be thickened to the thickness of the adjacent entrance or driveway pavement. This work shall be considered as incidental, and no additional compensation will be allowed. No sidewalk shall be constructed upon any subgrade until subgrade is approved by Engineer.

2.4.2 Where filling is required to maintain the grade line of the walkway, the fill shall extend beyond the walk on each side a minimum of 1'-0" (one foot). The sides shall be graded at a slope of not more than 1' (one foot). The sides shall be graded at a slope of not more than 1' (one foot) in 2' (two feet). This fill material may be crushed aggregate, pit-run gravel, a mixture of gravel and clay, or other material approved by the Engineer. Pea gravel shall not be permitted for fill material. All fill shall be mechanically compacted in layers not greater than 6" (six inches). Any vegetation under sidewalk area shall be removed prior to the placement of the sidewalk or fill. This work shall be considered as incidental, and no additional compensation will be allowed.

2.4.3 If, when replacing walks, the Engineer determines that the existing base course is adequate, it need not be removed; however, fill may be added to adjust or level the grade.

2.4.4 If the Engineer determines that the existing subgrade material is unacceptable regardless of compaction procedures (muddy conditions or silty material), the Contractor shall remove all unacceptable subgrade as directed by the Engineer, and will replace it with proper fill material, as described in Section 2.5.2. This work shall be considered as incidental, and no additional compensation will be allowed.

2.4.5 The Contractor shall notify the Engineer at least twenty-four (24) hours before placing concrete to arrange an inspection. The Engineer shall inspect the base course and framework and give approval before any concrete may be placed.

2.4.6 The subgrade shall be damp, but not muddy, when the concrete is placed in the forms.

2.5 EXPANSION JOINTS.

Expansion joints ½" (one-half inch) thick shall be placed at intervals not exceeding 50' (fifty feet) in the sidewalk. Expansion joints shall also be placed where the sidewalk abuts a curb, and at other areas as directed by the Engineer. (Refer to IDOT Standard Specifications, Article 424.07 and Section 1051).

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2.6 CONCRETE MIX

2.6.1 The concrete mix, materials and handling shall follow the specifications and procedures as presented in the IDOT Standard Specifications, Article 424 and Article 1020 for Class SI Concrete.

2.6.2 The maximum slump for concrete, using standard test procedures, is 4" (four inches) for sidewalks and 3" (three inches) for curbs, unless otherwise specified by the Engineer. At the discretion of the Engineer slump tests may be required to check the quality of the mix.

2.6.3 At the discretion of the Engineer, test cylinders will be taken. Two (2) test cylinders, 6" (six inches) in diameter by 12" (twelve inches) in height, shall be made for every 25 CY (twenty-five cubic yards), or fraction thereof, of concrete as directed by the Engineer.

2.7 FINISHING.

2.7.1 Concrete, after being placed to the top of the forms, shall be finished to a true and even surface with floats and trowels. The final troweling shall be done with a steel trowel, leaving a smooth even finish. After the water sheen has disappeared, the surface shall be given a final finish by brushing with a whitewash brush. The brush shall be drawn across the sidewalk at right angles to the edges of the walk, producing a uniform, slightly, roughened surface with parallel brush marks.

2.7.2 The surface shall be divided by grooves constructed across the width of the sidewalk. The grooves shall extend to ¼ (one-quarter) the depth of the sidewalk, shall not be greater than ¼" (one-quarter inch) in width and shall be spaced at 5' (five foot) intervals. The longitudinal edges of the sidewalk shall be edges as described above.

2.7.3 Refer to the IDOT Standard Specifications, Article 424.06.

2.8 CURING.

After completion of concrete finishing and concrete has sufficiently set-up, the Contractor shall use one of the following methods for curing concrete. With the exception of 2.8.3, the curing material shall remain undisturbed for a minimum period of three (3) days, regardless of weather conditions.

2.8.1 Polyethylene sheeting, at least 4 (four) mils thick and of sufficient size to cover the entire sidewalk in an air-tight manner, shall be used after the concrete has been wetted.

2.8.2 Burlap blankets, sufficient in size to cover the entire sidewalk, shall be placed and kept continuously wet for the specified period, or shall be placed, wetted and covered with the polyethylene sheeting as specified in 2.9.1.

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2.8.3 A membrane curing compound approved for the use in State projects, as specified in IDOT Standard Specifications Article 1022.01, shall be applied to the freshly placed and finished concrete, in accordance with IDOT Standard Specifications, Article 1020.13. No membrane compound shall be used when the air temperature is below 40° F (5°C).

2.9 SPECIAL PROVISIONS IN COLD WEATHER

2.9.1 No concrete will be placed when the air temperature is 35° F (2°C) or less, without permission from the Engineer. No concrete shall be placed on ice, snow or frozen surface. The Contractor shall be responsible for all concrete damaged by low-temperatures, and any concrete so damaged shall be removed and replaced by him at his expense.

2.9.2 The Contractor, at his discretion and expense, may add a maximum 1% (one percent) Calcium Chloride, conforming to AASHTO M 144 standards, by weight of cement to the concrete mixture, in order to obtain a high early-strength mixture. Therefore, its use does not justify an elimination or a reduction in the amount of concrete protection.

2.9.3 If at any time during the three (3) day curing period, it is forecast that the air temperature will be 32° F (0° C) or less, the Contractor shall place 12” (twelve inches) of loose, dry straw on top of whatever curing method the Contractor uses (See 2.8) and shall cover the straw with a layer of polyethylene sheet as specified in 2.8.1. This procedure is to be used as protection due to low temperatures, and shall remain in place until permission for removal is granted by the Engineer.

2.10 EQUIPMENT AND OTHER CONSTRUCTION REQUIREMENTS

The equipment used in mixing, transporting and construction and other construction requirements not mentioned above, shall meet the requirements covered in the IDOT Standard Specifications. All applicable sections of these Specifications shall apply.

3. PROTECTION

It shall be the responsibility of the person or Contractor installing the walkway to protect the work from physical damage (structural or cosmetic). Barricades, covers, watchmen, etc., shall be provided as may be required to provide adequate protection for the Work and the public.

4. UTILITY COVER ADJUSTMENTS

This work shall consist of adjusting existing B-boxes, valve boxes and manhole frames in sidewalk construction areas to the new sidewalk grade. B-boxes and valve boxes shall be adjusted to the proposed grade of the new sidewalk by means of mechanically lifting or screwing the units. Manholes shall be adjusted by removing and/or adding to existing masonry. As required, new pre-cast concrete adjusting rings shall be installed. Frames

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shall be set and sealed to the masonry with two rows of extrudible preformed plastic gasket. Backfill excavated spaces with compacted granular backfill up to the subgrade of the surrounding walk. The inside surface of the joint between the cast iron frame and the top masonry unit shall be “battered” with cement mortar after the sidewalk has been placed.

No additional payment will be made for structure adjustments, such work to be considered incidental to the applicable sidewalk payment item. If new B-boxes, valve box covers or manhole frames and covers are required, such parts will be furnished by the Village.

5. ADDITIONAL DRIVEWAY – PCC

This work shall consist of the removal of additional portions of existing concrete driveways and approaches at locations directed by the Engineer. Work shall be done in accordance with IDOT Standard Specifications Section 423. Existing concrete shall be neatly saw-cut to a full depth. Driveway concrete shall be Class PV. Thickness of concrete shall be six inches (6 inches), eight inches for commercial drives. Curing and protection shall be in accordance with Article 1020.13 of the IDOT Standard Specifications.

6. ADDITIONAL DRIVE – BITUMINOUS CONCRETE

This work shall consist of the removal of all or part of existing bituminous paved driveways and approaches at locations directed by the Engineer. Existing surface shall be saw cut and removed. Any base aggregate removed with the surface shall be replaced. The aggregate base shall be reshaped if necessary, compacted and primed with MC-30. Driveway areas shall be surfaced with a minimum 3” compacted thickness of Bituminous Concrete Surface Course, Class I, Mix D, Type 2. **Cold patch may not be used.**

7. ADDITIONAL PARKWAY RESTORATION

At areas indicated by the Engineer, Contractor shall provide topsoil and sod to restore grassy areas where excessive damage has taken place. The restoration shall consist of a 4” (four inch) depth of pulverized topsoil and sod. **Sod shall be a minimum of 24” inches in width.** Sod shall be handled and placed by hand with close joints and no overlapping. The sod shall be laid in strips, edge-to-edge with the joints on the long dimension of the sod staggered. All openings in the sod shall be plugged with sod and all joints shall be filled with topsoil. Immediately after the sod is laid, it shall be sprinkled thoroughly and then tamped or rolled sufficiently to incorporate the sod with the sod beds and insure tight hand joints between the sod strips.

All materials, surface preparations, topsoil placement, sod installation and watering shall be in accordance with Sections 211 and 252 of the IDOT Standard Specifications except for methods of measurement and payment.

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Sod shall not be placed between June 15th and September 1st unless authorized by the Owner. Water for sod shall be supplied from a tank truck which can only be refilled from a hydrant at the Public Works Facility or from a source other than the Village of Bensenville's water distribution system.

8. CLEARING

Where required to construct the sidewalk and as directed by the Engineer, clearing shall be performed by the Contractor. Clearing shall be limited to the minimum required to install the sidewalk. Clearing work will consist of removing or pruning of small trees (less than 6" D.B.H. (diameter at breast height), brush, stumps, roots and other woody vegetation within the designated sidewalk corridor width. The Engineer, or his/her designee, shall indicate the location and extent of material to be removed or pruned. All material cut or trimmed as part of the clearing process shall be removed from the site and properly disposed of at an off-site disposal or recycling area. Any cutting of brush is to be carried out on foot only. Chain saws, handsaws, brush clearing saws and loppers are permissible, with the approval of the Public Works Supervisor.

9. ADDITIONAL CURB REMOVAL AND REPLACEMENT

This work consists of removing and disposing of the existing curb or curb and gutter which is required for construction of handicap ramps or sidewalk which is broken, otherwise damaged and indicated for removal and replacement by the Engineer, and the replacement with new curb or curb and gutter of a type similar to that which is existing, in accordance with the applicable portions of Sections 440 and 606 of the IDOT Standard Specifications and as directed as required and herein defined in the project scope of work.

The Contractor shall machine-saw cut a perpendicular clean joint between that portion of the curb or curb and gutter to be removed and that which is to remain in place. Contraction joints shall be located at not more than 20' (twenty foot) intervals between expansion joints. A ¾" (three-quarter inch) performed expansion joint filler shall be placed between the back of new curbing and any existing or proposed abutting paved driveway or sidewalk. Expansion joint shall extend for the full depth of the sidewalk or driveway pavement.

New finished curbing shall be cured by the Membrane Curing Methods in accordance with Section 1020.13 of the IDOT Standard Specifications using Membrane Curing Compound Type II. Concrete placed after October 15th shall be sealed with a protective coat in accordance with Section 1023 of the IDOT Standard Specifications.

Public Walk shall be 5' (five feet) wide and 5" (five inches) thick except at intersection of driveways and handicap ramps where the thickness shall be a minimum of 6" (six inches), or as directed by the Engineer.

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Wherever walks intersect with other walks, parking lots, driveways or streets. The surfaces shall blend to a common level to allow smooth passage of wheelchairs.

All sidewalks shall be pitched ¼” (one-quarter inch) per foot of width away from property line.

Expansion joints ½” (one-half inch) thick shall be placed at intervals not exceeding 50’ (fifty feet) in the sidewalk. Expansion joints shall also be placed where the sidewalk abuts a curb or along the intersection with concrete driveways.

The surface shall be divided by grooves construction across the width of the sidewalk. The grooves shall extend to ¼ (one quarter) the depth of the sidewalk, shall not be greater than ¼” (one-quarter inch) in width and shall be spaced at 5’ (five foot) intervals.

Side forms shall be of lumber not less than 2” (two inches) nominal thickness by 5” (five inches).

The use of a single 2” x 4” for form work shall be unacceptable.

The subgrade shall be mechanically tamped or rolled until thoroughly compacted.

Fill material may be crushed aggregate, pit run gravel or a mixture of gravel and clay. Pea gravel shall not be permitted for fill material.

10. TRAFFIC CONTROLS

This Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purposes of regulating, warning and guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Contractor shall submit a traffic detour plan to the Engineer prior to the first pre-construction meeting and shall notify NorCom and Public Works when a street is closed and again when it is opened. The traffic detour plans shall show type of barricades, signs and locations. Separate plans shall be prepared for each construction site. This work will not be paid separately, but is incidental to the work. All required traffic control devices shall be in accordance with the requirements of the agency having jurisdictional control of the roads where the devices will be placed.

11. ADDITIONAL WORK

Should any additional work be required to complete this project and not be already included in the above listed items of work, the work shall be performed in accordance with the specifications and paid at the rates already established under this bid.

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:**
Sidewalk Replacement- Bid

The bids must be received by **10:00am on May 25th, 2012**. They will be publicly opened and read on **May 25th, 2012 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.

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BID SHEETS**2012 SIDEWALK REPLACEMENT PROGRAM**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	SIDEWALK REMOVAL & REPLACEMENT	6,950	SF	\$	\$
2.	DRIVEWAY REMOVAL & REPLACEMENT	30	SY	\$	\$
3.	DETECTABLE WARNINGS	5	EA	\$	\$
TOTAL:				\$	

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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.

TOTAL COST FOR SIDEWALK REMOVAL & REPLACEMENT:

\$ _____

TOTAL COST FOR DRIVEWAY REMOVAL & REPLACEMENT:

\$ _____

Signed:

Where bidder is a corporation, add:

Authorized Signature

Attest: _____
(Secretary or other authorized officer)

Date: _____

(CORPORATE SEAL)

Initial: _____

REFERENCE SUBMITTAL

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

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 "Sidewalk Replacement - 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 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 Contractor'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

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General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (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.

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(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 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

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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 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.

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- 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:

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.

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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



Village of Bensenville

2013 Sidewalk Square Replacement

