

# Village of Bensenville

Invitation to Bid with Specifications

Lawn Maintenance

March 3, 2014

Office of Community and  
Economic Development

12 S. Center Street  
Bensenville, IL 60106  
(630) 350-3413  
(630) 350-3449 (fax)



**BENSENVILLE**  
COMMUNITY & ECONOMIC  
DEVELOPMENT

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## **ADVERTISEMENT TO BID**

The Village of Bensenville will accept bids for “**Lawn Maintenance**” for the period starting April 1, 2014 through October 31, 2014. The bids shall be sent to the **Office of the Deputy Village Clerk** located at 12 S. Center St., Bensenville, IL 60106, between 8:00 am and 5:00 pm, Monday through Friday. The bids will be publicly opened at **11:00 AM** on **March 20, 2014** at the Bensenville Village Hall, 12 S. Center Street. No late bids will be accepted under any circumstances.

The bid must be in a sealed opaque envelope plainly marked **Lawn Maintenance – BID**.

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

Corey Williamsen  
Deputy Village Clerk

## **TERMS AND CONDITIONS**

- 1) Three (3) references are required. The references shall be of like-kind contracts.
- 2) The Village retains the right to cancel the contract for any or no specified reason.
- 3) The Village requires all bidders to read carefully all the specifications and what is required under the terms of the contract.
- 4) The Village will require proof of insurance. The requirements for insurance are provided under the Contract Provisions section of the bid document entitled Village Insurance Requirement.
- 5) ROW area is defined as the area between the curb and sidewalk which contain grass.
- 6) Pages 5, 6, 15, 16, and 24, **MUST** be signed in order to be considered a valid bid.
- 7) All questions are to be directed to Mark Rysavy, the Assistant to the Director of Community & Economic Development, located at 12 S. Center Street, phone 630.350.3396.

### **Contract Extension & Escalator Clause:**

Upon mutual agreement, this contract may be extended for two, one year periods, with the first extension running from April 1<sup>st</sup>, 2015 through March 31<sup>st</sup>, 2016; and the second extension from April 1<sup>st</sup> 2016 through March 31<sup>st</sup>, 2017.

A one time economic adjustment for labor, material, and equipment costs shall be allowed for each one year extension to the contract after the initial contract period. This economic adjustment may not exceed the Published Chicago Consumer Price Index (CPI) for the previous twelve month period.

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

## BIDDER INFORMATION SHEET

NAME: (PRINT) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_  
(PRINT)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

SERVICE LOCATION, if different than above address:

\_\_\_\_\_

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: Lawn Maintenance – BID.**

The bids must be received by **11:00am on March 20, 2014** at which time they will be opened and publicly read.

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.

**BIDDING SCHEDULE**

There are two different lot types that typically require mowing. The first type is roughly 50’x150’ lot with a single family home, garage and driveway upon it. The second type is also roughly 50’x150’, but it contains no structures upon it. Any properties that do not conform to one of these two conditions will be negotiated individually prior to the Contractor performing cutting services. All grass areas within the properties and Rights of Way are to be mowed and edges trimmed.

**PROPOSAL FOR 2014 CONTRACT LAWN MAINTENANCE**

Cost per lot, per mowing

**Condition 1:**  
Cost to mow typical lot *with* structures on it  
and mulch grass in place \$ \_\_\_\_\_

**Condition 2:**  
Cost to mow typical lot *without* structures on it  
and mulch grass in place \$ \_\_\_\_\_

**Condition 3:**  
Cost to mow typical lot *with* structures on it  
and collect and dispose of clippings \$ \_\_\_\_\_

**Condition 4:**  
Cost to mow typical lot *without* structures on it  
and collect and dispose of clippings \$ \_\_\_\_\_

**Options/Alterations:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title : \_\_\_\_\_

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

## **SPECIAL PROVISIONS**

### General

These special provisions, and the Standard Specifications, and the Supplemental Specifications shall govern the work for the of 2014-2015 CONTRACT LAWN MAINTENANCE in the Village of Bensenville, Illinois.

### Scope of Work

The work under this project shall consist of one contract for all material, tools, and all necessary appurtenances required for 2014 CONTRACT LAWN MAINTENANCE and all other collateral work needed to complete the project as specified herein. Only contractors qualified to perform this type of construction shall bid this project.

The following general Special Provisions shall apply to the work required to complete the mowing, trimming, and policing required for the Village mowing sites, as identified weekly by the Community and Economic Development Department. The following shall be required to be completed by the contractor at each site during each mowing, and this work shall not be paid for separately but shall be included in the price of each Mowing Site Cost.

The selected Contractor shall designate one responsible company agent to act as an overall foreman. Said foreman shall be fluent in English. The foreman shall notify the Community and Economic Development Department or his designee 24 hours prior to every day that the Contractor will be working. Any work performed without said notification shall not be paid for.

The Contractor agrees to repair or replace, to the satisfaction of the Community and Economic Development Department, or his agent, any vegetation or property damaged by his operations. The Contractor will furnish all labor, materials and equipment necessary to perform the work as outlined in accordance with the enclosed specifics. Prices indicated on the bid proposal for this contract shall include all work contemplated by these specifications.

The Contractor shall submit bi-weekly invoices to coincide with the Village Board Warrant, along with request of payment, an itemized listing of "work performed," referring to the individual mowing addresses during the period covered for payment. This listing of "work performed" will be necessary prior to the releasing of any payment.

These Special Provisions are intended to include all information necessary for the work contemplated. In case, by inadvertence or otherwise, these Special Provisions omit some information necessary for that purpose, the Contractor shall, nevertheless, be required to perform such work at either no expense to the Village, or at a negotiated cost with the Village, so that the maintenance program may be accomplished according to the true intent and purpose of these specifications.

If the Contractor defaults or neglects to carry out the work in accordance with the contract specifications, or fails to perform any provision of the contract, the Village may, after seven days

written notice to the Contractor and without prejudice to any other remedy he may have, make good deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor; or at it's option, may terminate the contract.

### Height of Cut

#### Mowing Sites:

Mowing equipment will be set between 2" to 2-1/2 " at all times. Grass cut should be maintained at 2" to 2-1/2" throughout. In other words, mower setting should depend upon terrain being mowed to insure a final grass height of 2". The Village shall have the right to inspect all equipment and height of cut immediately after mowing for compliance.

### Frequency

As directed by the Community and Economic Development Department.

### Trimming

Final trimming around objects such as curbs, benches, signs, railroad ties, trees, shrubs, parking stops, posts, etc. will be accomplished with suitable mechanical equipment capable of providing the same cutting height as the rest of the property. Proper trimming shall be completed before that specific property and site is to be considered completed. Trees, shrubs and other plants shall not be "barked" by contacting them with the mowing equipment or string trimmers.

### Trash/Debris

At each site, trash, debris, glass, rocks, etc. shall be picked up from the entire property and properly disposed of before mowing begins. Mowing over paper, cups, cans and other litter shall not be acceptable and shall result in no payment for that mowing.

### Equipment Condition

All equipment shall be in good, safe, and proper operating condition. All mowing equipment shall have sharp blades so that the grass is cut properly. Any equipment leaking gasoline or oil shall immediately be removed from service and not allowed to be used again until said leak has been repaired.

### Fuel/Oiling

Mowers shall not be fueled or oiled in grass areas. All equipment shall be moved to a concrete area to be fueled. Any worker caught fueling in a grass area may be removed from the project for the duration of the contract at the sole discretion of the Village.



### Clippings

Grass shall be either mulched in place so as not to leave piles or clumps of clippings visible on the property, or it shall be collected and hauled away by the contractor, whichever method is selected by the Village after bid opening. Grass shall be cut in the direction that deposits the clippings in the opposite direction of pavement and landscape beds. If piles of clippings are found to be present on a property, services at said property will not be paid for by the Village.

### Hours of Operation

The contractor may perform the work on any day or days of the week except Sunday. Work shall be performed between the hours of 7:00 a.m. and 7:00 p.m. The Community and Economic Development Department will notify the Contractor of any events or requirements that may impact or be affected by the performance of Contractor's maintenance duties and the Contractor shall reschedule his mowing schedule to accommodate the Village.

### Personnel, Appearance and Uniforms

The Contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the Village of Bensenville's public relations. The Contractor's personnel shall, at all times, wear matching T-Shirts bearing the name of the contractor in large type. The Village of Bensenville and the Contractor will each be promptly notified by the other of any complaints received from nearby neighbors and property owners. At all times the Contractor's mowing crew foreman or crew leader shall have a copy of this contract's specifications and mowing sites list in their possession at the work sites and be familiar with its contents. The Contractor shall utilize competent employees in performing the work specified in this agreement. At the request of the Village of Bensenville, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.

### Public Safety and Convenience

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. Upon verbal notice from the Supervisor of Forestry or his authorized representative the Contractor shall discontinue said hazardous work practice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public to private property.

### Fertilizing

No fertilizing is required in this contract.

Partial Payment

Payments shall be processed within 45 to 60 days. The payment form shall be the document that the Contractor shall submit each bi-weekly, along with request of payment, showing an itemized listing of "work performed," referring to the individual mowing addresses during the period covered for payment. This listing of "work performed" will be necessary prior to the release of any payment. Upon approval by the Public Works Department, the Village shall contact the Contractor to inform them of the approved amount for which the necessary lien waivers should be made. The waivers shall include all amounts paid to the contractors, subcontractors, suppliers, and their respective supporting lien waivers shall accompany the Contractor's request.

Supporting lien waivers for subcontractors and suppliers shall be prepared on double faced forms, one side entitled "Waiver of Lien" and the other side "Contractor's Affidavit". Each side shall be completely filled out. The Contractor's Affidavit shall show names of all suppliers and contractors providing material and services for the subcontractor. Partial waivers shall be on Form 1722 C.T. & T. Company.

Acceptance and Final Payment

Final payment will be made sixty (60) days after the work is fully completed and the contract fully performed.

Request for final payment shall be accompanied by the documentation outlined hereinbefore in the special provision covering PARTIAL PAYMENTS. Final lien waivers shall be on Form 1550 C.T. & T. Company.

Except as modified by the foregoing, final payment will be made in accordance with the requirements of Article 109.08 of the Standard Specifications as applicable to work.

Quantities for this contract shall be subject to the contract unit price applied to final measured quantities.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Village a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Village, to indemnify him against any lien.

If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Village all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable Attorney's fee.

### Changes in the Work

The Village, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering change.

In giving instructions, the Village shall have the authority to make minor changes in the work involving extra costs and not inconsistent with the purpose of the work. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless it is in pursuance of an order by the Community and Economic Development Department, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such work change shall be determined in one or more of the following ways:

- a. By estimate and acceptance in lump sum;
- b. By unit prices named in the Contract and subsequently agreed upon;
- c. By cost and percentage;
- d. By cost and a fixed fee.

If none of the above methods are agreed upon, the Contractor shall proceed with the work, provided he receives an order as above. In such cases and also under cases (c) and (d), he shall keep account of the net cost of labor and materials, together with vouchers. In any case, the Supervisor shall certify to the amount, including reasonable allowances for overhead and profit due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Village's estimate.

### Claims for Extra Cost

If the Contractor claims extra cost under this Contract either by drawings or otherwise, he shall give the Supervisor written notice thereof within a reasonable time after receipt of such instructions, except in emergency which endangers life or property. The procedure shall then be as provided under CHANGES IN WORK. No such claim shall be valid unless so made.

### Correction of Work Before Final Payment

All materials determined by the Village as failing to conform to the Contract shall be promptly removed from the premises by the Contractor, whether incorporated into the work or not. He shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Village. He shall bear all costs of making good the work of other contractors which is destroyed or damaged by such removal or replacement.

If the Contractor does not remove such non-conforming work and materials within a reasonable time as fixed by written notice, the Village may remove them and store the material at the expense of the Contractor. If the Contractor fails to pay the expense of such removal within ten (10) days thereafter, the Village may, upon ten (10) days notice in writing, sell such materials at

auction or private sale and shall account for the new proceeds thereof after deducting all cost and expense that should have been borne by the Contractor.

#### Payment Withheld

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

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the contractor to make payments properly to subcontractors or for material or labor;
4. Damage to other contractors' tools, materials, work or equipment;
5. Damage to public or private property.

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

#### Deductions for Uncorrected Work

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

#### Public Safety and Convenience

During his operations, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, excessive dust, and rubbish as is practical and shall remove same entirely and at once, if, in the opinion of the Supervisor, such material, debris, excessive dust or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the Public.

Before the final acceptance of the work, the Contractor shall remove all temporary work, equipment, unused and useless materials, rubbish, debris, etc. and shall leave the site of work in a neat and presentable condition wherever his operations have disturbed conditions which existed at the time of starting work. The cost of this cleaning up shall be incidental to the contract.

The Contractor shall be liable for damages to property, real or personal, which may arise from his operations under this contract. All existing structures in the vicinity of the work shall be protected against damage during performance of the work.

The Contractor shall protect pedestrians, vehicles, streets, sidewalks and buildings against damage. Any damage so resulting shall be entirely the responsibility of the Contractor.

Noise Restrictions

All engines and engine driven equipment shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to work of an emergency-type nature.

Exceptions: Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standard shall conform to those standards.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Supervisor.

**CERTIFICATE OF COMPLIANCE**  
**DRUG FREE WORK PLACE ACT**  
30 ILCS 580/ 1 et. seq.

I, \_\_\_\_\_, the contractor under a certain contract dated: \_\_\_\_\_ with the Village of Bensenville for \_\_\_\_\_ hereby certifies that said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

- A) Publishing a statement:
  - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
  - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - 3) Notifying the employee that, as a condition of employment on such contract, the employee will:
    - a) abide by the terms of the statement; and
    - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
  
- B) Establishing a drug free awareness program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the contractor's policy of maintaining a drug free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) the penalties that may be imposed upon employees for drug violations.
  
- C) Making it a requirement to give a copy of the statement required by subsection A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace or worksite.
  
- D) Notifying the Village of Bensenville within 10 days after receiving notice under part b) of paragraph 3) of subsection A) from an employee or otherwise receiving actual notice of such conviction.

- E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by paragraph H) below.
- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the foregoing.
- H) Employee sanctions and remedies. A contractor shall, within 30 days, after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
  - 1) Take appropriate personnel action against such employee up to and including termination; or
  - 2) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Contractor:

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN to before

me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC





**CERTIFICATE OF COMPLIANCE**  
CRIMINAL CODE OF 1961  
720 ILCS 5/33/2 et. seq.

I, \_\_\_\_\_, the contractor under a certain contract dated:  
\_\_\_\_\_ with the Village of Bensenville for \_\_\_\_\_ hereby  
certifies that said contractor is not barred from bidding on the aforesaid contract as a result of a  
violation of any applicable provision of the Criminal Code of 1961.

Contractor:

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT OF MATERIALS**

The following conditions apply to all purchases/services and become a definite part of each invitation to bid where applicable. 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 (if applicable) – As required by federal, state and local regulations.
- 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 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 “Lawn Maintenance - 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 (3) 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.
- 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 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) 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”.
- 3) 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.
- (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 as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **Workers' Compensation and Employers' Liability Coverage**

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

(3) **All Coverages**

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

**E) Acceptability of Insurers**

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

**F) Verification of Coverage**

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

**G) Subcontractors**

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 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 understands 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.

- 4) 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.

- 5) 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.
- 6) Acceptance - Contracted work will be considered accepted when final payment is made.
- 7) 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 1st and 3rd Tuesdays of the month.
- 8) 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.
- 9) 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.
- 10) 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.

**VENDOR:**

**Village of Bensenville:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date