

# Village of Bensenville

Invitation to Bid with Specifications

## Sand and Stone Delivery & Municipal Debris Hauling



BENSENVILLE  
GATEWAY TO OPPORTUNITY

**Bensenville Public Works**  
717 E. Jefferson St. Bensenville, IL 60106  
Phone: 630-350-3435 Fax: 630-594-1148  
[www.Bensenville.il.us](http://www.Bensenville.il.us)

## LEGAL NOTICE

**PLEASE TAKE NOTICE that Sealed Bids will be received in the Office of the Village Clerk, Village of Bensenville, 12 S. Center, Bensenville IL 60106 until 9:45am local time on Wednesday, November 4, 2015 and, thereafter, immediately publicly opened and read for:**

### **Sand and Stone Delivery & Municipal Debris Hauling**

The Village of Bensenville is seeking a vendor to furnish and deliver Sand and Stone & haul debris for the Village of Bensenville Public Works Department.

Specifications and bid forms can be found at [www.bensenville.il.us](http://www.bensenville.il.us) under "Business". They can also be picked up at the Public Works Department, 717 E. Jefferson, Bensenville IL 60106, or by e-mailing [kkatz@bensenville.il.us](mailto:kkatz@bensenville.il.us), or by calling [630-350-3400](tel:630-350-3400).

All bids require a Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville for not less than ten percent (10%) of the bid amount.

Ilsa Rivera-Trujillo  
Village Clerk

## **GENERAL TERMS AND CONDITIONS**

**1. CONDITIONS** – Bidders should 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 is not a reason to alter the original contract or to request additional compensation. The term "Village" in these bid documents means the Village of Bensenville, Cook and DuPage Counties, Illinois.

### **2. BID SECURITY**

**2.1** Each Bid must be accompanied by Bid security made payable to the Village in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

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

**2.3** Upon first delivery, the Bid deposit will be returned. Failure of the bidder to execute a contract after notice of contract award will result in forfeiture of the Bid deposit. Bid deposit shall be retained by the Village as liquidated damages, not a penalty.

**2.4** Village will return Bid deposits from unsuccessful Bidders if requested after contract is awarded by the Village Board and all documents are executed.

**3. REFERENCES** - Provide a list of four current user contacts with names and telephone numbers in bid submittal. Preferably name municipal references.

**4. VENDOR QUALIFICATIONS** –Bidders need to have been in the business of the contract specifications for a minimum of three years. Provide a general history, description and Company status in bid submittal.

**5. ADJUSTMENTS TO CONTRACT** - Village reserves the right to adjust the quantities of work, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment is based on accepted unit prices.

### **6. COMPLETION TIME, PENALTY AND LIQUIDATED DAMAGES**

**6.1** The delivery date to Village of first order is within one week of contract execution.

**6.2** If the CONTRACTOR does not complete the work within the specified Contract time or within allowed extended time, the CONTRACTOR is liable to the Village in the amount of One hundred dollars (\$100.00), as liquidated damages, for each calendar overrun day from the contract time or allowed extended time.

**6.3** Penalty or liquidated damages owed to the Village may be deducted from payments to the CONTRACTOR. If the deduction does not fully equal the CONTRACTOR'S penalty obligation, the CONTRACTOR shall pay the difference to the Village within ten business days after demand for payment. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

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

**8. PRICING** – Bid pricing for goods and services are valid through December 31, 2017.

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

**10. Contract Extension & Escalator Clause** – Upon mutual agreement, this contract may be extended for two, twelve-month periods, provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties.

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 one year contract period. This economic adjustment may not exceed the Chicago-Gary-Kenosha Consumer Price Index (CPI) for the previous twelve month period.

## **TECHNICAL SPECIFICATIONS**

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

**PROJECT** –furnish and deliver Sand & Stone Delivery and Haul Debris for the Village of Bensenville.

### **SAND AND STONE SPECIFICATIONS**

The Bid Price shall be a **“delivered”** price.

The Type of sand and stone and estimated quantities per year are:

- CA6 Stone (300 Tons)
- CA7 Stone (700 Tons)
- CA7 Gravel Round (400) Tons
- FA-6 Sand (100 Tons)

Delivery is to be received within 48 hours of notification.

Material orders will be placed on an as needed basis. Delivery location will generally be 717 E. Jefferson other than the rare occasion that the delivery will be at a specific location within the Village Boundaries. All material shall be IDOT approved virgin aggregate, unless specifically stated above.

### **MUNICIPAL DEBRIS HAULING SPECIFICATIONS**

1. Debris hauling schedule shall be established between the Village and the hauler. Minimum yearly estimated hauling shall be approximately 100 loads.
2. The Village considers a “semi-load” to be between 20-22 tons.
3. Non-scheduled, emergency debris removal shall be provided by the hauler when called within a 48-hour period. The Village solely determines emergency removal.
4. The hauler, at their expense, shall provide any necessary permits, or other service, required by any other regulatory agency. This includes adhering to the IEPA CCDD regulations enacted in 2010.
5. The hauler bears all costs related to hauling.
6. The hauler shall bear full responsibility for the hauling (transport) requirements of other regulatory agencies (permits, state and local laws, etc.). The hauler shall furnish written documentation quarterly, to the Village regarding the above. In addition, copies of all forms utilized must be submitted and an itemized indexing sheet of all forms must be part of the above.

7. The hauler shall furnish all necessary equipment for the debris hauling. The Village will provide the manpower and equipment to load the debris, snow, etc.
8. Snow hauling will take place from the Town Center Area of Bensenville and dumped at a location designated by the Village, within the Village. Snow hauling normally takes place between 1 AM to 5 AM and will be billed at an hourly rate.
9. Failure of the hauler to provide or fulfill any contract conditions shall give the Village the right to terminate the contract without recourse of the hauler.
10. The hauler shall include copies of any Regulatory Agency citations, violations, investigations, inquiries, etc. relating to the hauling.
11. The Type of debris hauling and estimated semi-load quantities per year are:
  - a) Concrete Debris Hauling and Disposal (15)
  - b) Asphalt Debris Hauling and Disposal (15)
  - c) Soil Hauling and Disposal (CCDD Material) (175)

**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 South Center St.  
Bensenville, IL 60106

Bid must be in a sealed opaque envelope marked: “**Sand & Stone Delivery and Municipal Debris Hauling – Bid**” received by **9:45 am on Wednesday, November 4, 2015 and thereafter immediately** publicly opened and read in the Village Hall Board Room.

It is bidder’s responsibility to deliver bid to the designated person at the appointed place, prior to the advertised bid opening time. **Late delivery for any reason, including faulty or late delivery by United States Mail or other carrier disqualifies the bid.**

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

### **BID PRICE SHEETS**

If this “Deliver Sand & Stone and Municipal Debris Hauling bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Village in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions. Bid includes all aspects associated with the Contractor furnishing supervision, labor, delivery, tools, and equipment necessary to complete standards in the specifications.

Quantities shown are ESTIMATES ONLY of anticipated volume for twelve months. Quantities represent total usage and not order lot quantities. Orders will be placed on an “AS-NEEDED” basis, with quantities specified at time of order placement.

#### **Sand and Stone Delivery**

	Price Per Delivered Ton	Estimated Annual Ton Quantity	Annual Price January 1, 2016 – December 31, 2016	Annual Price January 1, 2017 – December 31, 2017
CA 6 Stone	\$	400	\$	\$
CA 7 Stone	\$	1000	\$	\$
CA 7 Gravel Round	\$	400	\$	\$
FA 6 Sand	\$	100	\$	\$
<b>TOTAL</b>			\$ (A)	\$ (B)

#### **Municipal Debris Hauling & Dumping**

	Price per Semi- Load	Estimated Annual Semi-Load Quantity	Annual Price January 1, 2016 – December 31, 2016	Annual Price January 1, 2017 – December 31, 2017
Concrete Debris	\$	15	\$	\$
Asphalt Debris	\$	15	\$	\$
Soil (CCDD Material)	\$	175	\$	\$
<b>TOTAL</b>			\$ (C)	\$ (D)

**2016 TOTAL (A) + (C) \$** \_\_\_\_\_

**2017 TOTAL (B) + (D) \$** \_\_\_\_\_

**GRAND TOTAL = \$** \_\_\_\_\_



	January 1, 2016 – December 31, 2016	January 1, 2017 – December 31, 2017
<b>Snow Hauling (Minimum 4 hours)</b>	\$ /Per Hour	\$ /Per Hour

**Options/Alterations:**

---



---



---

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

Signed:

Where bidder is a corporation, add:

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

Attest: \_\_\_\_\_  
(Secretary or other authorized officer)

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

(CORPORATE SEAL)

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

These conditions apply to all purchases/services and become a part of each bid invitation.

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

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

3. **REMOVAL OR SUSPENSION OF BIDDERS** - Village may remove or suspend bidder from the bidder's list for a specified period not to exceed two years. The Bidder will be given notice of such removal or suspension if:

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

### 4. **COMPLIANCE TO LAW**

4.1 Bidder shall 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 at all times.

4.2 All merchandise, commodities and services must conform to all standards and regulations as set by the Occupation Safety Health Administration (O.S.H.A.).

4.3 Bidder must complete and notarize the Bid Compliance Page with bid.

4.4 Prevailing Wages (if applicable) - 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

### 5. **BIDDING CONDITIONS**

5.1 **BID ATTACHMENTS** - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.

**5.2 BID BINDING** - Unless otherwise specified, all bids shall be binding for Ninety days following the bid opening date.

**5.3 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.

**5.4 BID PRICE FORM** – Submit prices on the enclosed Bid Price Form completed properly and signed in ink.

**5.5 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 Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.

**5.6 CHANGES IN CONTRACT DOCUMENTS** - Changes or corrections may be made by the Village after they are issued by the Village. Addendum or addenda shall take precedence over that portion of the documents concerned, and become part of the contract documents. 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. It is the bidder’s responsibility to regard all **addenda which will be posted on Village website** at least four days prior to date established for receipt of bids.

**5.7 EXAMINATION OF BIDDING DOCUMENTS** - Bidder shall carefully examine all contract documents and addenda to become thoroughly familiar with the detailed requirements prior to submitting proposal. If a bidder finds discrepancies or ambiguities in, or omissions from documents, or is in doubt as to their meaning, he/she shall notify the Village Clerk not later than ten days prior to bid due date. **All addenda will be posted on the Village website ([www.bensenville.il.us](http://www.bensenville.il.us)) under “Business”.** Addenda shall not be made less than four days prior to bid opening. Bid Documents shall be used by each Bidder in preparing its Bid and neither the Village nor the Architect or Engineer assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents. The Village is not responsible for oral instructions. Direct inquiries to the Deputy Village Clerk. After the bids are received, no allowance will be made for bidder oversight.

**5.8 LATE BIDS** – Formal bids received after specified bid opening time will not be considered and will be returned unopened.

**5.9 MISTAKE IN BID AND BID CHANGES** – Bids cannot be modified after submittal. If an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

**5.10 RESPONSE TO INVITATIONS** - Contractors unable to bid or not bidding will provide a letter of explanation and return the bid form. Contractors who fail to respond on two successive bids will be removed from the qualified bidder’s list.

**5.11 WITHDRAWAL OF BIDS** - A written withdrawal request must be received by the Deputy Village Clerk before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn.

**6. AWARD, REJECTION OR DISQUALIFICATION OF BIDS** - Contracts are awarded to the lowest responsible bidder. The Village's has the right 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). The Village has the right to reject a Bid if the Bidder failed to furnish required Bid security or to submit data required by the Bidding documents, or if the Bid is incomplete or irregular as determined by the Village.

**6.1** Responsibility of a bidder is determined by the consideration of:

- A. Bidder's character, integrity, reputation, judgment, experience and efficiency;
- B. Bidder's ability, capability, and skill to perform the service required;
- C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
- D. Bidder's performance quality in previous contracts of services;
- E. Bidder's previous and existing compliance with laws and ordinances relating to the contract or service;
- F. Bidder's ability to provide future maintenance and service for Contract subject;
- G. Number and scope of conditions attached to the Bid;
- H. Responsiveness to the exact requirements of the invitation to Bid;
- I. Current, uncompleted work in which Contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
- J. Bidder's financial resources;
- K. Cash discounts offered;
- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price is to be taken into consideration, and a bid which is low in price may be rejected if the furnished material is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration;
- O. Past Village records of the Bidder's transaction or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness; and,
- P. Any other evidence of bidder's responsibility as determined by the Village.

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

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

- A. Prices excessively high and/or exceed monies available for the Contract;
- B. Failure to submit Bid deposit or surety;
- C. Failure to offer to meet specified delivery or performance schedules;
- D. Failure to price out the Bid in the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- E. Rights of the purchasing agency limited under any contract clause;
- F. Bidder currently on "debarred" bidders list. "Debarred" bidders list are vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Village Finance Director;
- G. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- H. Bidder does not provide requested data, literature, samples, or affidavits with Bid;
- I. Late Bids;

- J. Failure of any authorized person to sign the Bid; and
- K. Bidder is prohibited by local, state or federal law from entering into public contracts.

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

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

## **7. CONTRACT PROVISIONS**

**7.1** CATALOGS – If requested, Bidder will submit catalogs, descriptive literature, detailed feature drawings, designs, construction, finishes, operational manuals and the like not listed in the Specifications to fully illustrate and describe the material or Work proposed.

**7.2** MATERIAL, EQUIPMENT, AND WORKMANSHIP - Unless otherwise specified, materials and equipment incorporated in Contract will be new and good quality. All workmanship will be good quality and free from defects. If asked, Contractor shall furnish satisfactory evidence as to source, kind and quality of materials and equipment.

**7.3** SHOP DRAWINGS – Bidder will submit detailed shop drawings and layouts showing characteristics of equipment, installation and operation details.

**7.4** SPECIAL HANDLING – Before delivering caustic, corrosive, flammable or dangerous to handle product, Contractor will provide written directions for how to handle such products, plus antidote or neutralizing material required in first aid. Contractor will notify Village and provide material safety data sheets for substances used in connection with Contract defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failing or delaying to provide data sheets may cause disqualification.

**7.5** TRAINING, DEMONSTRATIONS – If requested Contractors are required to present a demonstration of bid item if Village has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

**8. VILLAGE SUPERVISION** - The Village Manager, or designee, has full authority over the contracted work and will interpret specifications in a dispute. He/she may order minor changes in a specification if necessary. Major changes will be "additions".

**9. SAFETY/LOSS PREVENTION PROGRAM** – The Village may request the contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

**10. VENUE** – For the purposes of a lawsuit(s) between Contractor and Village regarding the Contract, its enforcement, or subject matter, the venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.

## **11. DELIVERY**

- A. Bid items must be delivered within one week from the Contract execution date for the first order. The Village may cancel the Contract without obligation if Delivery requirements are not met. If Contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision.
- B. All deliveries must be made Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m.
- C. Shipments become the property of the Village after delivery and acceptance.
- D. Bid price shall include delivery as indicated herein.
- E. All prices must be quoted F.O.B. Bensenville, Illinois.
- F. CONTRACTOR assumes all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at point of delivery; and shall purchase and maintain insurance on the Goods during fabrication process 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 other perils, as CONTRACTOR deems appropriate.

## **12. DAMAGES TO PROPERTY**

**12.1** CONTRACTOR is responsible for property damage caused by their work performed for this contract and shall replace or restore it to its original condition at no cost to the occupant, owner or Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

**12.2** CONTRACTOR is not authorized to drive equipment on private property without property owner's written authority.

**12.3** If damage exists before work begins (i.e. sidewalk, driveway cracks) it is recommended that contractor notify Director of Public Works prior to starting work. Take pictures of preexisting damage before beginning. This is for the CONTRACTOR'S protection.

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

### **13.1 MINIMUM SCOPE OF INSURANCE COVERAGE SHALL BE AT LEAST AS BROAD AS:**

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

### **13.2 MINIMUM LIMITS OF INSURANCE CONTRACTOR SHALL MAINTAIN:**

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate not less than \$1,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation: Statutory Limits
- D. Employers' Liability limits of \$1,000,000 per accident.

**13.3 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.

**13.4 OTHER INSURANCE PROVISIONS** - Policies are to contain, or be endorsed to contain:

**A. General Liability and Automobile Liability Coverages**

- 1. 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.
- 2. The Contractor's insurance coverage shall be primary as respects to 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.
- 3. 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.
- 4. 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.

**B. Workers' Compensation and Employers' Liability Coverage** - The insurer agrees 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.

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

**13.5 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.

**13.6 VERIFICATION OF INSURANCE COVERAGE** - Contractor shall give the Village of Bensenville 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. Village of Bensenville may request full certified copies of policies and endorsements.

**13.7 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.

**13.8 ASSUMPTION OF LIABILITY** - Contractor assumes liability for all injury to or death of any person(s) including employees of the Contractor, any sub-contractor, any supplier or other person(s) 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.

**14. INDEMNITY/HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the Contractor's performance of this work, its employees, or subcontractors, or which may in anywise result, 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 expenses arising therefore or incurred in connection with, 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 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.

Contractor 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.

**15. DEFAULT** - The Village may, subject to the provisions specified, by written notice of default to the contractor, terminate the whole or any part of this contract if the Contractor/Vendor fails to:

- A. make material delivery or perform the services within specified time or any extension hereof; or
- B. make progress that endangers contract performance; or
- C. provide or maintain in full force and affect the liability and indemnification coverages or performance bond as required.



If the Board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and 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.

**16. ALTERNATE MATERIALS AND EQUIPMENT** - Where specifications read “or approved equal”, contractor shall give written description to Public Works Director for approval. 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 performs a comparable function and is equal thereto to fill the needs of the Village, unless “No Substitutes” is specified. When offering alternatives identify by brand name and catalog number. Also include manufacturer’s literature with bid. Bidders will be required to furnish samples upon request and without charge to Village.

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

**18. ACCEPTANCE** - Contracted work is accepted when final payment is made.

**19. PAYMENT** – The Village Board approves payouts to vendors at regular Village Board meetings which typically occur on the second and fourth Tuesdays of the month. Payment is made by check and issued the same week as payout approval. Payouts do not appear on the agenda until appropriate Village staff has accepted product to be delivered, or work performed under contract.

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

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims;
- c. Contractor’s failure to properly pay subcontractors or for material or labor;
- d. Damage to other contractors' tools, materials, work or equipment;
- e. Damage to public or private property.

When issues are remedied, payment for amounts withheld because of it will be made.

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

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

**23. 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 by the contractor. Reordering shall be within the sole discretion of the Village.

**24. GUARANTEES AND WARRANTIES**

**24.1** All material, workmanship, services, and purchased commodities will be guaranteed from defects for at least one 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.

**24.2** All warranties for materials or equipment must be received with title before payment is recommended.

**25. CHANGES/ADDITIONAL SERVICES/DELETIONS** - Requests for changes or modifications to this contract must be submitted in writing and approved by the Village Director of Public Works or designee, prior to such changes or modifications being made. 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 starting. If 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.

**26. CHANGE ORDER AUTHORIZATION** - Pursuant to Public Act 85-1295 (720 ILCS 5/33E-1 et seq.) no change order may be made in this contract which authorizes or necessitates 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 designee that:

- a. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b. 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

**VILLAGE OF BENSENVILLE  
BID COMPLIANCE CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn, depose and state that:  
*(owner/authorized company representative)*

\_\_\_\_\_ (“Contractor”), having submitted a proposal for:  
*(Name of Company)*

\_\_\_\_\_ to the Village of Bensenville, hereby certifies that  
Contractor:

**1.** is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).

**2.** is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**3.** is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

\_\_\_\_\_  
*(Name of employee/driver or “all employee drivers”)*

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

**4.** is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.

**5.** is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.

**6.** is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).

By: \_\_\_\_\_  
*(Officer or Owner of Company stated above)*

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

SUBSCRIBED AND SWORN to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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



### Village of Bensenville

√	<b>Submittal Checklist – Bid Packet must be returned in its entirety</b>
	Bidder Information Sheet
	Bid Price Sheets
	Original Bid
	Addenda Number Acknowledged, if applicable
	Vendor Qualifications
	References
	Bid Security of 10%
	Signature Page

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
Performance Bond, if applicable	25% due within 10 days of notice of award
Payment Bond, if applicable	25% due within 10 days of notice of award
Certificate of Insurance	
Certificate of Compliance	
Executed Contract with Authorized Signatures	