

# Village of Bensenville

**Invitation to Bid with Specifications**

**VILLAGE 2016  
TREE PURCHASE & DELIVERY**



**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 9:30am local time on Wednesday, March 9, 2016 and, thereafter, immediately publicly opened and read for:**

### **VILLAGE 2016 TREE PURCHASE & DELIVERY**

240 nursery stock trees delivered for two seasons: 120 spring, 120 fall.

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 [630-350-3435](tel:630-350-3435).

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 project starting, 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. Municipal references are preferred.

**4. VENDOR EXPERIENCE** - 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 AND LIQUIDATED DAMAGES**

**6.1** The start of work is no earlier than April 1 and after contract execution.

**6.2** Specific delivery dates are identified in Section 12 of "Scope of Work".

**6.3** 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.

**6.4** Liquidated damages owed to the Village may be deducted from payments to the CONTRACTOR. If the deduction does not fully equal the CONTRACTOR'S liquidated damages 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, 2016.

## **SCOPE OF WORK**

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.

Contractor will furnish all labor, materials and equipment necessary to perform work as outlined.

### **1. APPLICABLE SPECIFICATIONS AND STANDARDS:**

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

### **2. QUALITY OF TREE MATERIALS**

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

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

**2.3** Trees shall be true to their name as specified.

**3. SIZE** – Trees shall be a minimum of 2 1/2” in diameter (caliper).

#### **4. MEASUREMENT FOR SIZE**

Take caliper measurements six inches above ground.

**5. QUANTITY** – The Village is requesting a bid for 120 trees per planting season. Species are listed for each season on the bid proposal form. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

#### **6. BALLED AND BURLAPPED TREES**

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

#### **7. INSPECTION OF TREE MATERIAL**

**7.1** The Contractor shall allow a Village representative to inspect trees for quality and for tagging in the nursery. If after inspection, there are not enough acceptable trees available, the Village reserves the right to make alternate arrangements for the purchases of that particular species of tree. A written request for the inspection of the plant material must be made ten (10) working days in advance prior to digging. The request shall state the place of growth and quantity of plants to be inspected.

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

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

**7.4** All plants shall be selected, tagged and approved by the Village representative at their place of growth prior to shipping.

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

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

**10. SAFETY** - While working within the Village of Bensenville rights-of-way, the contractor shall conform to IDOT *Standard Specifications for Road and Bridge Construction* for work zone safety.

### **11. VILLAGE PERFORMED TREE PLANTING PROCEDURES**

**11.1** Tree plantings will be performed by experienced Village Forestry staff, well versed in accepted arboricultural practices, and under the supervision of a qualified tree planting foreman. Planting will follow proper Principle and Practice as set forth by the ISA.

**11.2** Village will adhere to a strict proper watering schedule. Thorough watering shall follow the backfilling operation. The watering shall completely saturate the backfill. After the backfill settles, as a result of watering, additional backfill shall be placed to match the level of the finished grade. Excess backfill material shall be removed by the contractor.

**11.3** A hardwood chip mulch cover will be provided for each tree. A three inch deep circular water saucer of soil shall be constructed around each tree and shall be filled with shredded hard bark mulch or other appropriate material.

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

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

**11.6** The minimum diameter and depth of the hole depends upon root ball size in accordance with recognized horticultural practices.

**11.7** Trees will be planted on Village parkways and public property at various locations.

**12. DELIVERY TIMEFRAME** - Upon authorization to proceed with the work, Contractor shall submit a planting schedule indicating dates for the items of work. Planting dates shall be sometime between April 18<sup>th</sup> and May 20<sup>th</sup> for the spring and October 10<sup>th</sup> and October 28<sup>th</sup> for fall.

**13. TREE CARE INSTRUCTIONS** - Contractor shall provide maintenance instructions to the Village of Bensenville on how to care for the newly planted trees.

**18. TREE WARRANTY - Trees shall be guaranteed for one year beginning from the date of delivery.** The Village shall inspect all trees before the end of the warranty period and request replacement of any dead trees. A tree deemed unacceptable by the Public Works Director or designee shall be replaced by the contractor at no cost to the Village of Bensenville. Contractor is responsible to deliver replacement tree within 30 days or Village agreed upon date. Trees replaced as a result of meeting warranty requirements shall be warrantied for one full year from date replacement is completed.

**19. NOISE RESTRICTIONS**

Work requiring motorized equipment is permitted from 7:00 A.M. to 7:00 P.M. 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.

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.

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



**BIDDER INFORMATION SHEET**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

EMAIL: \_\_\_\_\_

Return to: Corey Williamson  
Deputy Village Clerk  
Village of Bensenville  
12 S Center Street  
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope **plainly marked:**  
**Village 2016 Tree Purchase & Delivery –BID.**

The bids must be received by **9:30am on Wednesday, March 9, 2016** 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 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.

SPECIES

**SPRING PLANTING LIST**

<b>COMMON NAME</b>	<b>SCIENTIFIC NAME</b>	<b>Cost Per Tree</b>	<b>QTY</b>	<b>TOTAL</b>
<i>SIENNA GLEN MAPLE</i>	ACER X FREEMANI SIENNA		12	\$
<i>ROYAL STAR MAGNOLIA</i>	MAGNOLIA STELLATA		12	\$
<i>3 FLOWERING MAPLE</i>	ACER TRIFLORUM		12	\$
<i>OHIO BUCKEYE</i>	AESCU LU GLABRA		12	\$
<i>CHESTNUT OAK</i>	QUERCUS MONTANA		12	\$
<i>NEW HORIZON ELM</i>	ULMUS X "NEW HORIZON"		12	\$
<i>GLADIATOR PEAR</i>	PYRUS CALLERYANA		12	\$
<i>PERFECTION HONEYLOCUST</i>	GLEDITSIA TRIACANTHOS ("WANDELL PERFECTION")		12	\$
<i>QUAKING ASPEN</i>	POPULUS TREMULOIDES		12	\$
<i>FALL FLOWERING CHERRY</i>	PRUNUS X SUBHIRTELLA AUTUMNALIS		12	\$
	<b>SEASON TOTAL</b>		<b>120</b>	<b>\$</b>

**FALL PLANTING LIST**

<b>COMMON NAME</b>	<b>SCIENTIFIC NAME</b>	<b>Cost Per Tree</b>	<b>QTY</b>	<b>TOTAL</b>
<i>COMMEMORATION MAPLE</i>	ACER SACCHARUM COMMEMORATION		12	\$
<i>KENTUCKY COFEETREE</i>	GYMNOCLADUS DIOICUS		12	\$
<i>IVORY SILK LILAC</i>	SYRINGA RETICULATTA		12	\$
<i>DAWN REDWOOD</i>	METASEQUOIA GLYPTOSTROBOLDES		12	\$
<i>SEVEN SONS FLOWER</i>	HEPTACODIUM MICONIODES		12	\$
<i>IOWA CRAB APPLE</i>	MALUS IOENSIS		12	\$
<i>SUMMER CHARM LILAC</i>	SYRINGA PEKINESIS "SUMMER CHARM"		12	\$
<i>GREEN COLUMN BLACK MAPLE</i>	ACER NIGRUM "GREENCOLUMN"		12	\$
<i>BALD CYPRESS</i>	TAXODIUM DISTICHUM		12	\$
<i>SKYLINE HONEY LOCUST</i>	GLEDITSIA TRIACANTHOS		12	\$
	<b>SEASON TOTAL</b>		<b>120</b>	<b>\$</b>

**BID PRICE FORM**

If this Tree Purchase and Delivery 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.

**2016 TOTAL Bid Price = \$** \_\_\_\_\_

**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.

### **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 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** 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.

**7.4** 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. The start of work is immediately after contract execution. 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 ARE PROHIBITED**

**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 the bid. Bidders will be required to furnish samples upon request and without charge to the 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 the appropriate Village staff has accepted the 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 the Contract, an equitable deduction from the 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:**

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Signature

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Title

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Date

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Signature

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Title

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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 \_\_\_\_\_, 2016.

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



BENSENVILLE  
GATEWAY TO OPPORTUNITY

√	<b>Submittal Checklist – Bid Packet must be returned in its entirety</b>	
	Bidder Information Sheet	
	Bid Price Sheets	
	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	