



BENSENVILLE
GATEWAY TO OPPORTUNITY

2021-2024 Fire Hydrant Flow Testing Services

Request for Bids

For 2021-2024 Fire Hydrant Flow Testing Services

**Village of Bensenville
Public Works Department
717 E Jefferson Street
Bensenville, Illinois 60106**

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NOTICE
REQUEST FOR BIDS

2021-2024 Fire Hydrant Flow Testing Services

BID DUE: By Wednesday, July 7, 2021 at 9:30 am
PROJECT NAME: 2021-2024 Fire Hydrant Flow Testing Services
PROJECT LOCATION: Village of Bensenville, Illinois

June 17, 2021

Notice is hereby given that the Village of Bensenville is seeking Bids from qualified firms to establish a contractual agreement for the 2021-2024 Fire Hydrant Flow Testing Services. The Bids shall be sent to:

*Village of Bensenville
Office of the Village Clerk
12 South Center Street
Bensenville, IL 60106*

The Village of Bensenville will accept Sealed Bids until **09:30am local time on Wednesday July 7, 2021**. The Bid must be in a sealed opaque envelope plainly marked *Fire Hydrant Flow Testing Services*. The forms can be found at www.bensenville.il.us under “Business.” The packet can also be picked up at the Public Works Department, 717 E Jefferson Street, Bensenville, IL 60106. Detailed information may be obtained by contacting Jovana Dacic at 630-594-1012 or via email at jdacic@bensenville.il.us.

All Bids require a Bid Bond, or Certified or Cashier’s Check made payable to the Village of Bensenville for not less than five percent (5%) of the base Bid amount.

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

Nancy Quinn
Village Clerk

GENERAL TERMS AND CONDITIONS

1. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

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

2. BID SECURITY

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's base 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 OWNER, 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. ADJUSTMENTS TO THE CONTRACT

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

3.1 The Village may terminate the contract for any reason with thirty (30) day written notice.

4. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

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

4.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Two Hundred Fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

4.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S

penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in completion of the work.

5. DAMAGES TO THE PROPERTY

5.1 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.

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

5.3 If damage exists before work begins (i.e. sidewalk, driveway cracks), Village advises Contractor to take pictures of the preexisting damage and notify Director of Public Works prior to starting work. This is for the Contractor's protection.

6. MEETING BEFORE WORK BEGINS Contractor must meet with the Director of Public Works or designee(s) within two weeks after Contract is awarded. Meeting must occur before starting work to review contract specifications, provide project contacts, and the manner in which work will proceed, among other items.

7. REFERENCES Bidder shall provide at least four references of clients for whom similar services have been performed within the past three years. Include names, addresses, telephone numbers and an explanation of the services provided.

8. SAFETY When working in Village rights-of-way, the contractor shall follow IDOT Standard Specifications for Road and Bridge Construction for work zone safety.

9. 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.

10. PRICING Bid pricing for goods and services are valid through December 31, 2024.

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.

This program takes place over four (4) years. The schedule is below:

Year: Zone: Number of Hydrants:

2021 4 & 5 315

2022 3 222

2023 2 174

2024 1 315

CONTRACTOR will develop, plan and execute a Hydrant Flow Testing program to locate, inspect, assess, and operate all hydrants, record water flowed, and create a deliverable GIS format suitable and **compatible with the VILLAGE's current GIS/Database system**. The Contractor will use software provided by the Village to collect data out in the field. Contractor will furnish all labor, material, transportation, tools, and equipment needed to flow test assigned hydrants. Fire hydrants requiring additional (requiring backhoe excavation) work to make them fully operational shall be told to the Utilities Supervisor or designee as they become known. Final report is due within 30 days after project completion. Weekly reports will be delivered to the Utilities Supervisor or designee on Monday mornings listing the previous week's work. Specifications are minimum; VILLAGE requirements and any omission shall not relieve CONTRACTOR of furnishing quality service in a timely manner. CONTRACTOR shall provide the services in a safe, efficient and professional manner.

11. PROJECT PERSONEL

11.1 PERSONEL ASSIGNMENT - If Village deems a Contractor's employee to be unfit or unsuitable to perform the contracted work due to intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon written request by the Village, Contractor shall remove said employee from Village work and furnish a suitable and competent replacement.

12. SAFETY

12.1 A minimum Two Man Crew is required to work together at all times. The use of a one-man unit is not acceptable and may terminate the contract.

12.2 Project Team will follow all traffic safety rules, as is designated by the Village, Department of Labor, OSHA, and Illinois Department of Transportation. Project personnel will be trained (certified were applicable) by an organization such as the AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), in Traffic Control and Safety (MUTCD Standards).

13. EQUIPMENT

13.1 EQUIPMENT REQUIRED but not limited to, to be provided by the Contractor and on site at all times during project. Listed equipment and other project equipment project will be approved by the Director of Public Works or designee.

- Hydrant diffusers with built in pitot gauges.
- 2-1/2" manually operated gate valves for hydrant ports.
- Standard Hydrant wrenches (no extensions).
- Electronically enhanced listening device to insure Hydrants are shut down and are not leaking after test.
- Accurate pressure gauges to determine that required velocities are achieved during flushing process. CONTRACTOR shall provide recently-dated proof that pressure gauges used have been calibrated.
- Approved food grade grease for port and cap lubrication.
- Truck mounted Arrow Board/Signage, and warning lights on trucks.
- Traffic control equipment, including properly sized traffic cones with reflective stripes when needed or required.

14. PROJECT APPROACH Submit with bid proposal a "Project Approach" summary, demonstrating a complete understanding of fire hydrant flow testing methodologies per AWWA M-17 and NFPA 25. Include techniques to be employed for solving potential problems.

15. PROPOSED SCHEDULE Submit with bid proposal a schedule detailing work plan with a time and date estimate for each project task session. Include dates from kick-off meeting to submission of the final report.

16. FIRE HYDRANT FLOW TESTING EXECUTION

16.1 All fire hydrants will be recorded on water atlas and assigned numbers according to property address, using an existing numbering system or by creating a numbering system for Village prior to the development of the fire hydrant flow-testing program.

16.2 Document each flow-tested fire hydrant:

- Fire Hydrant nozzle size used for each test
- Residual Pressure
- Static Pressure
- Flow, GPM (Gallons Per Minute)
- Amount of time it takes to flush each Fire Hydrant
- Estimate of water used during the operation of each Fire Hydrant
- Overall Condition of Hydrant; Specifically note fire hydrants needing repair, painting, color coding, or operational defects. Operational defects will be told to the Village on the day they are detected.
- Date hydrant was tested and what technicians were operating hydrant
- Address or location of fire hydrant

16.3 Grease all hydrant caps. Fire hose and deflection tubes will be utilized, as required, to direct flushing water away from traffic, pedestrians, underground utility vaults, and private property.

16.4 Use pressure gauges to determine residual pressure during flow-testing process while insuring the distribution system pressure remains above 20 psi. Incidents of the distribution system being unable to supply a residual of 20 psi in the surrounding area will told to the Utilities Supervisor (< 10 minutes).

16.5 After Fire Hydrant is flushed, Contractor will verify hydrant is seated and draining properly. Contractor will ensure Fire Hydrant is not leaking by listening with proper electronic device.

16.6 Flow Testing under this Contract shall be performed Monday through Thursday between 7 AM to 3:30 PM.

17. DOCUMENTATION and COMMUNICATIONS

17.1 Meet daily with assigned Village personnel to go overflow testing areas for prior workday and plan current day and next two days' areas to flow test.

17.2 At the end of each day, or as requested, a list of any broken or inoperable fire hydrants will be turned in.

17.3 Each step of the fire hydrant flow-testing program will be identified and hydrants used for each flow-test will be documented in a fire hydrant flow-testing report.

17.4 Maintain a progression map to be included with final report indicating areas flow tested and areas that have been tagged for flow testing.

17.5 Field test data will be placed in a fire hydrant database by Contractor. Pro-Maps™/Pro-Hydrant®, database is preferred or equivalent. This documentation allows for flow- testing program to be repeated at a later date. This software program must be a complete system for the Village to establish an effective fire hydrant flow testing, flushing and maintenance program. Software must provide an inventory record system, as well as hydrant maintenance and scheduling. Software must include a complete hydrant flow- testing program for calculating flow test results. Program shall minimally have capability to generate upon demand:

- Individual Hydrant Flow Test reports including flow test data, static and residual pressure, and potential flow at 20psi.
- Summary listing of all Hydrants with identified defects.
- Complete listing of all Hydrants by numerical or indexed order.
- Complete listing of all Hydrants by alphabetical reference to street and cross street names.
- All pertinent information such as port size, number of ports, flow test results, hydrant general condition, and color coding for the NFPA rating.
- Hydrant location by existing landmarks will be part of each Hydrant record.

17.6 Information collected by Contractor during Hydrant Flow Testing program and other information provided by the Village is regarded as CONFIDENTIAL and will not be shared without written Village permission.

17.7 Flow testing activity log will be included with final report to include:

- Type of problems observed
- Location of problems discovered
- Total estimated water used (to be included on each flow test result)
- Mapping errors on the water atlas

17.8 Final report prepared at project completion to include all hydrant flow-testing reports and other problems found in the system needing Village's attention. Submit report to the Assistant Public Works Director within thirty days after the fieldwork is complete.

18. ASSUMPTIONS and SERVICES PROVIDED BY THE VILLAGE

18.1 Village furnishes all maps, atlases, (two copies) and records necessary to properly conduct the flow-testing program.

18.2 Village will make available, on a reasonable but periodic basis, Village personnel with working water system knowledge to be helpful to the program. This person will not assist Contractor on a full time basis, but only “as needed”.

18.3 Village will supply information regarding pressure zone boundary valves, and other information that may make the job of flow testing easier to perform.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The following conditions apply to all purchases/services and become a definite part of each invitation to Bid. Failure to comply may disqualify your Bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The Contractor, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled “Fair Employment Practices Act”. Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages- The Contractor 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, workers and mechanics performing work under this contract. Contractor must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3). It is the Contractors responsibility to determine the applicability of Prevailing Wage rates on this project.
- 2) Removal or Suspension of Contractors - The Village of Bensenville may remove or suspend any Contractor from the Contractor’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 -

The Contractor 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 Bid or the performance of this contract.

- a) 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 "Fire Hydrant Flow Testing Services."
- 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 Contractor shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. Should a Contractor find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to Bid due date, notify the Village Clerk who will, if necessary, send written addenda to all Contractors. 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 Contractor.
- 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 Contractor 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 Contractors 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 Contractors 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 Contractor's list.
- 10) Bid Attachments - Contractors shall attach to the Bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Contractor's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the Contractor 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. Contractors or their representatives are encouraged to attend the Bid opening.
- 13) Bid Award - The Contractor 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 Contractors or all items to a single Contractor (to accept, split, and or reject part(s) of any of all Bids). In addition, the Contractor recognizes the right of the Village to reject a Bid if the Contractor 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 Contractor. In determining the responsibility of a Contractor, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the Contractor;
 - 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 Contractor;
 - 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) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, Contractor shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".

- 4) Village Insurance Requirement – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

A) Minimum Scope of Insurance Coverage shall be at least as broad as:

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

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (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, 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 attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full-certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 5) **F.O.B.** - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
 - a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.
- 6) **Delivery Schedule** - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the Bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.
- 7) **Delivery** - Bid price shall include delivery as indicated herein.
- 8) **Default** - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9) **Alternate Materials and Equipment** - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the Bid. However, Contractors will be required to furnish samples upon request and without charge to the Village.
- 10) **Contractor'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 Contractors as provided by such acts.

11) Acceptance - Contracted work will be considered accepted when final payment is made.

12) Payment -

- a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.
- b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.

13) Reorders - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14) Guarantees and Warranties -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period specified in the Bid documents, based on the date of completion. Upon notice of defect, Contractor shall make necessary repairs, immediately, at no extra charge to the Village. Said time shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, immediately, at no extra charge to the Village.
- b) All warranties for materials or equipment must be received with title before payment for same is recommended.

15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the Bid page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, Bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c) The change is in the best interest of the Village;

VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

I, _____, having been first duly sworn, depose and state that:
(Owner/authorized company representative)

_____ (“Contractor”), having submitted a Bid 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 _____, 2021.

NOTARY PUBLIC

CONTRACTOR INFORMATION SHEET

NAME (PRINT)	
SIGNATURE	
COMPANY NAME (PRINT)	
ADDRESS	
TELEPHONE	
FACSIMILE	
EMAIL	

Please Return to:

*Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106*

The Bid must be in a **sealed opaque** envelope **plainly marked**: "FIRE HYDRANT FLOW TESTING SERVICES"

The Bids must be received by **9:30 AM, Wednesday, July 7, 2021** and thereafter immediately publically opened and read in the Village Hall Board Room.

It shall be the responsibility of the Contractor to deliver its Bid to the designated person at the appointed place, prior to the announced time for the opening of the Bids. 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 Contractor.

2021-2024 PRICE BID FORM

CONTRACT YEAR	ZONE	NUMBER OF HYDRANTS	PRICE PER HYDRANT	TOTAL
2021	4 & 5	315	\$	\$
2022	3	222	\$	\$
2023	2	174	\$	\$
2024	1	315	\$	\$
TOTAL BID PRICE FOR 2021-2024 CONTRACT:			\$	

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

Signed:

Authorized Signature

Date

Where bidders is a corporation, add:

Attest: _____
(Secretary or other authorized officer)

(CORPORATE SEAL)

LIST OF EQUIPMENT

List (or attach) all the Equipment that will be used on this Project

CONTRACTOR REFERENCES FORM

Provide three (3) references for current or former clients with requirements/scope of work similar to those included in this Bid. References of local government or related agencies is preferred. The VILLAGE reserves the right to contact any references listed.

Reference #1:

Client/Municipality Name:	
Address:	
Contact Person:	
Telephone	
Fax	
Email Address:	

Reference #2:

Client/Municipality Name:	
Address:	
Contact Person:	
Telephone	
Fax	
Email Address:	

Reference #3

Client/Municipality Name:	
Address:	
Contact Person:	
Telephone	
Fax	
Email Address:	

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will 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 in the grantee's of contractor's workplace.

(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 or grant, 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 grantee's or contractor's policy of maintaining drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance program; 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 or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency 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 assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued.)

(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 in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Contractor

ATTEST:

DATE: _____

SEXUAL HARASSMENT CERTIFICATE

_____ hereinafter referred to as "Contractor" having submitted a Bid/Bid for **Leak Service Detection** to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775

ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____

Authorized Agent of Contractor

Subscribed and sworn to
before me this _____ day
of _____, 2021.

NOTARY PUBLIC

CONTRACTOR'S ILLINOIS DEPARTMENT OF REVENUE-TAX COMPLIANCE

_____, having submitted a Bid/Bid for **Leak Service Detection** to the Village of Bensenville, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- 1) It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- 2) 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.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before

Me this _____ day _____, 2021

NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE – CRIMINAL CODE OF 2012

720 ILCS 5/33-1 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 2012.

Contractor:

By: _____

Title: _____

SUBSCRIBED AND SWORN to before

me this _____ day of _____, 2021.

NOTARY PUBLIC

CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2021 between the Village of Bensenville acting by and through its Village President and Village Board, known as the party of the first part and _____
____his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: that for and in consideration of the payments and agreements mentioned in the Bid hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.
3. And it is also understood and agreed that the notice to Contractors, instructions to Contractors, specifications, special provisions, Bid and contract bond hereto attached are all essential documents of this contract and are a part hereof.
4. And it is also understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

IN WITNESS WHEREOF the said parties have executed these presents on the date above mentioned.

Village of Bensenville

By: _____
Village President

ATTEST:

Municipal Clerk

(If Corporation)

Corporate
Name _____

(Corporate Seal)

Address _____

ATTEST:

By _____(Seal)
President

Corporate Secretary

(If an Individual)

Business
Name _____

Address _____

By _____(Seal)
Contractor

(If a Co-partnership)

Firm
Name _____

Address _____

By _____(Seal)

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we _____

as Principal, and _____

a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the Village of Bensenville, State of Illinois, in the penal sum of dollars (\$ _____), lawful money of the United States, well and truly to be paid unto said Village of Bensenville for the payment of which we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly, severally, and firmly by these present.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the Village of Bensenville acting through the Village President and Village Board of said Village of Bensenville for the **FIRE HYDRANT FLOW TESTING SERVICES** in the Village of Bensenville which contract is hereby referred to and made a part hereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, material, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, sub-contractor, or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold the Village of Bensenville and the said Village President and Village Board harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements, of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this _____ day of _____ A.D. 2021.

Corporate

Name _____

By: _____

ATTEST: _____

Secretary

Surety: _____

(Seal)

By: _____

Attorney in Fact (Seal)

By: _____

Attorney in Fact (Seal)

Countersigned

By: _____

Agent for Surety

Address of Surety

State of _____)
) SS
County of _____)

I, _____ a Notary Public in and for said county, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 2021.

Seal _____ Notary Public
_____ Address

State of _____)
) SS
County of _____)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for _____, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the authority given him by said Principal.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 2021.

_____ Notary Public

_____ Address

Approved this _____ day of _____, A.D.2021.

ATTEST: Village President and Village Board

Municipal Clerk
Municipal Seal

Village President