

**INVITATION
TO
BID**

The Village of Hanover Park, Illinois is soliciting sealed bids for the

Materials for Street Signs

Sealed bids will be received until 11:00 am, on Thursday, December 8, 2016 in the office of the Village Clerk, 2121 Lake Street, Hanover Park, Illinois, 60133, at which time they will be publicly opened and read aloud. It is the responsibility of the bidder to meet all requirements of the bid documents.

Specifications and complete bid documents may be obtained from the Department of Public Works located at 2041 Lake Street, Hanover Park, Illinois beginning Wednesday, November 16, 2016.

Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage; 2) 10% Bid Security with the bid submittal; 3) 100% Performance Bond and; 4) Labor and Material Payment Bond on award of contract, 5) Adherence to Public Act 30 ILCS 570 Employment of Illinois Workers on Public Works projects, and 6) Three original copies of the signed contract returned with bid submittal.

The Board of Trustees of the Village of Hanover Park reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids. The Village of Hanover Park does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding this Invitation to Bid shall be directed to Scott Weber, Street/Forestry Supervisor, at 630-823-5700. All detailed questions concerning the actual bid specifications are to be forwarded in writing via fax to 630-823-5704 or email sweber@hpil.org no less than five business days prior to the scheduled bid opening date.

Dated 11/14/16

Eira L. Corral Sepúlveda
By: Fish Clark, Deputy Clerk

Eira L. Corral Sepúlveda, Village Clerk

VILLAGE OF HANOVER PARK, ILLINOIS

INSTRUCTIONS TO BIDDERS - GENERAL CONDITIONS

These Instructions to Bidders and General Conditions apply to all bids requested and accepted by the Village and become a part of the contract unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. The Village assumes that submission of a bid means that the Bidder has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Forms** – All bids must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted in a sealed envelope. All bid forms may be obtained from the Office of the Village Clerk, 2121 Lake Street, Hanover Park, IL 60133 and when completed delivered to the Office of the Village Clerk prior to the bid opening date and time. Bids must be identified as such on the outside of the sealed envelope by marking the envelope “SEALED BID” and with the following information: Company’s name, address, item bid, date and time of opening. Bidders may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.
2. **Examination of Bid Forms, Specifications, and Site** – The bidder shall carefully examine the bid forms which may include the invitation to bid, instruction to bidders, general conditions, special conditions, plans, specifications, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the bid. The submission of the bid shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the bid forms. If the bid is accepted, the bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the Village shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.
3. **Interpretation of Bid Documents** – Questions regarding bid documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Village Clerk at least ten (10) working days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretations of the Contract Documents will be made only by addendum duly issued or delivered by the Village to each person receiving a set of bid documents. The Village will not be responsible for any other explanations for interpretations of the Contract Documents.

Letters, requested interpretations, clarifications, and/or explanations shall be so noted on the outside of the envelope and on the first page of the letter with the words, INTERPRETATION REQUEST. Letters not properly marked will not be considered as a formal request. Any letter received within ten working days of the bid date will be returned unopened.

4. **Bid Guarantee** – Unless specifically waived, each bid shall be accompanied by a bid deposit in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier’s check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the Village if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements.

5. **Receiving Bids** – Bids received prior to the time of opening will be securely kept, unopened. The Village Clerk, whose duty it is to open them, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village Clerk or the Village for the premature or nonopening of a bid not properly addressed and identified, except as otherwise provided by law.
6. **Late and Fax Bids** – Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted and will be refused and returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Facsimile machine transmitted bids will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine.
7. **Completeness** – All information required by the Invitation to Bid must be supplied to constitute a responsive bid.
8. **Error in Bids** – When an error is made in extending total prices, the unit bid price and/or written words shall govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.
9. **Withdrawal of Bids** – A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Village Clerk prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of forty-five (45) calendar days, or such longer time as stated in the bid documents.
10. **Bidder Interested in More than One Bid** – Unless otherwise specified, if more than one bid is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to other bidders is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.
11. **Bid Award for All or Part** – Unless otherwise specified, bids shall be submitted for all of the work or items for which bids are requested. The Village reserves the right to make award on all items, or any of the items, according to the best interests of the Village.
12. **Samples** – Samples or drawings requested shall be delivered and removed at no cost to the Village. The Village shall not be responsible for damage to samples. Samples shall be removed by the bidder within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of bids.
13. **Equipment or Materials** – Each bidder shall submit catalogs, descriptive literature, and detailed drawings necessary to fully describe those features or the material or work not covered in the specifications. The parts and materials bids must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate bid. The brand name and/or manufacturer of each item proposed must be clearly stated. Guarantee and/or warranty information must be included with this bid.
14. **Estimated Bid Quantities** – On "Estimated Quantities", the Village may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
15. **Trade Names – Alternative Bid** – When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the bidder shall bid upon the item so identified.

If the specifications state "or equal" bids on other items will be considered, provided the bidder clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Bidders desiring to bid on items which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications for the items offered. Bidders wishing to submit a secondary bid must submit it as an alternate bid.

The Village shall be the sole and final judge unequivocally as to whether any substitute from the specifications is of equivalent or better quality.

16. **Price** – Unit prices shall be shown for each unit on which there is a bid as well as the aggregate price and shall include all packing, crating, freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The Village will supply the successful bidder with its tax exemption number.

Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

17. **Consideration of Bid** – No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village.

The bidder, if requested, shall present within 48 hours evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

18. **Award or Rejection** – The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for forty-five (45) days subsequent to the date of the bid opening. A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

19. **Execution of Contract** – The successful bidder shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and his bid and (b) carry insurance acceptable to the Village, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the bid and upon receipt of a written purchase order executed by the proper officials of the Village, this Instruction to Bidders, including the specifications, will constitute part of the legal contract between the Village of Hanover Park and the successful bidder.

20. **Performance Bond** – Unless specifically waived or amended in the Special Conditions, the successful bidder shall furnish at the time of execution of the contract a bond for the full amount of the contract acceptable in form and surety to the Village conditioned upon the faithful performance

and completion of the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

In the event that the bidder fails to furnish the performance bond within 14 days after notification of the award, then the bid guarantee shall be retained by the Village as liquidated damages and not as a penalty. It being now agreed that the sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bond.

21. **Payment** – Payment will be made within thirty (30) days after acceptance of the job by the Village after the completion of the work as covered within the contract documents.
22. **Compliance with All Laws** – All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the bid or performance of the contract. This includes paying the prevailing rate of wages as established by the Village which requires that the Contractor and each subcontractor pay its laborers, workers, and mechanics constructing public works under this contract not less than the prevailing wages as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). It shall be the responsibility of the Contractor to monitor the prevailing wage rates for any increase in rates during the contract and adjust wage rates accordingly. The current prevailing wage rates are available on the Illinois Department of Labor web site at www.state.il.us/agency/idol or by calling the Village of Hanover Park at 630-823-5602.

The Contractor and its subcontractors shall comply with Section 5 of the Act that requires the Contractor and its subcontractors to submit to the Village monthly certified payroll records along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor or subcontractor is aware that filing records it knows to be false is a Class B misdemeanor. Each month's certified payroll(s) must be filed with the Village before the end of the next month or prior to payment by the Village for work that includes that payroll.

23. **Compliance with the Substance Abuse Prevention on Public Works Projects Act** – The Contractor and its subcontractors shall comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) and prior to commencing work on a “public works” project (as defined in the Prevailing Wage Act) file with the Village its program to comply with the Act or file that portion of its collective bargaining agreement that deals with the matters covered by the Act.
24. **Contract Alterations** – No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.
25. **Notices** – All notices required by the contract shall be given in writing.
26. **Nonassignability** – The Contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the Village Manager. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the contract.
27. **Indemnity** – To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village, 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, 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 anywise result therefore, except that arising out of the sole legal

cause of the Village, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Village, its officials, agents, and employees as herein provided.

28. **Insurance** – In submission of a bid, the bidder is certifying that he has all insurance coverages required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has or will obtain at least the insurance coverages on the attached Liability Insurance Contract Specifications.
29. **Equal Employment Opportunity** – During the performance of the contract and/or supplying of materials, equipment, and suppliers, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.
30. **Default** – The Village may terminate a contract by written notice of default to the Contractor if:
 - a. The Contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 - b. fails to make progress so as to endanger performance of the contract, or
 - c. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

31. **Inspection** – The Village shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that have been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the Village.
32. **Supplementary Conditions** – Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Bidder, the conditions stated in the specifications or supplementary conditions shall take precedence.
33. **Permits and Licenses** – The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all Village permits and licenses shall be waived.
34. **Bidder's Certification** – - In compliance with the Illinois State Law that requires each bidder to file a certification regarding bid rigging and bid rotating and that it is not delinquent in its taxes, the bidder shall file with its bid the attached Bid Proposal Certification.

35. **Time of Completion** – The successful bidder shall completely perform its bid in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the bid proposal.

Village of Hanover Park, Illinois INSURANCE REQUIREMENTS

I. INSURANCE REQUIREMENTS

Contractor 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.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 (Exhibit A) or CG 20 26 (Exhibit B) and CG 20 01 04 13 (Exhibit C). **CG 20 37 - Completed Operations – (Exhibit D) Required if box is checked** ; and

- A. Owners and Contractors Protective Liability (OCP) policy with the Village as insured
Required if box is checked ; and
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.
Coverage required for employee exposure to lead, if box is checked .
- D. Builder Risk Property Coverage with Village as loss payee
Required if box is checked .
- E. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.
Required if box is checked .

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following: (if required under above Scope of Insurance)

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. 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.

- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Hanover Park, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations 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, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees, agents 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, its officials, employees, agents 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.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. Workers' Compensation and Employers' Liability Coverage

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

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than Village's, if the Village is borrowing, leasing or in day to day control of contractor's employee.
Required if box is checked .

C. Professional Liability (Required if box is checked)

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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.

VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required 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 are to be received and approved by the Village before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 (Exhibit A) or CG 2026 (Exhibit B) and CG 20 01 (Exhibit C) – Primary and Non-Contributory, and CG 20 37 (Exhibit D) – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

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

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.

II. INDEMNITY/HOLD HARMLESS PROVISION: *(include as separate section of the contract.)*

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, 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, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, employees and agents as herein provided.

Optional Paragraph: 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, may be retained by the Village 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.

II. SAFETY/LOSS PREVENTION

It is recommended that the following requirements be included in some form in all Village bid packets and that compliance be confirmed prior to initiation of contract work:

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

EXHIBIT D

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted December January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the supply of materials, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

Group #1

All sign blanks shall be aluminum, flat stock .080-gauge, standard holes and 1.5 inch radius corners.

Faces and Material

The materials furnished for sign faces shall conform to the Illinois Supplement to the National Manual on Uniform Traffic Control Devices, 2009 Edition.

All items bid shall meet the Specifications for Reflective Sheeting as shown in the Illinois Standard Specifications for Traffic Control Items, adopted February 1, 1984; Federal Specification LS 300C, dated March 20, 1979; Federal Specifications FP-74, Type A, B or C as indicated, and have a 10-year guarantee.

All material supplied shall be domestically manufactured.

Quantities and Prices

The quantities shown are approximate and are intended to establish unit prices; the Village reserves the right to change any of the quantities ± 25 percent to meet its requirements, and to purchase from any or all bidders at their quoted unit prices. A composite bid is not required. Prices shall remain firm for one year from date of award.

Group #2

All signs in Group #2 shall be type B engineering grade, aluminum material, flat stock .080 gauge, standard hole size.

Group #3

All signs in Group #3 shall be type A high intensity, aluminum material, flat stock .080 gauge, standard hole size.

All materials to be delivered to the Village of Hanover Park at 2041 Lake Street, Hanover Park, IL 60133.



Group No.	Items	Delivery	Unit	Quantity	Unit Price	Total
1	6" x 12"		Blank	30		
1	6" x 18"		Blank	25		
1	9" x 24"		Blank	25		
1	9" x 36"		Blank	30		
1	9" x 42"		Blank	30		
1	12" x 18"		Blank	15		
1	18" x 24"		Blank	20		
1	18" x 36"		Blank	15		
1	18" x 42"		Blank	15		
1	24" x 30"		Blank	10		
1	24" x 24"		Blank	15		
1	30" x 30"		Blank	10		
2	24" x 24" Men Working W21-1		Sign	2		
2	24" x 24" Slow W42-8		Sign	2		
2	24" x 24" Road Construction		Sign	2		
	500 Feet W20-1					
2	36" x 18" Single Arrow W1-6		Sign	2		
2	36" x 18" Double Arrow W1-7		Sign	2		

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Signature of Bidder

Address



Group No.	Items	Delivery	Unit	Quantity	Unit Price	Total
	Wing Bracket Extensions #1010		Piece	50		
	Roll Good Sheeting – 50 Yard					
	9" 3M 680 – Reflective Blue – 75		Roll	1		
	9" Avery Hi Performance		Roll	1		
	White – 6500					
	Type A High Intensity					
	36" Silver		Roll	1		
	36" Yellow		Roll	1		
	Diamond Grade					
	36" Silver 3M DG3		Roll	1		
	EC Films					
	36" Green Acrylic 6C Film		Roll	1		
	36" Brown Acrylic 6C Film		Roll	1		
	36" Red Acrylic 6C Film		Roll	1		
	36" Blue Acrylic 6C Film		Roll	1		
	36" Black Acrylic 6C Film		Roll	1		
	TPMS Clear Transfer Tape					
	12" x 100 Yards		Roll	2		
	36" x 100 Yards		Roll	3		
	Clamps					
	Ultra Lock Free End Buckles		Box	10		
	UB256					
	Ultra Lock Free End Stainless					
	Steel Banding					

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Signature of Bidder

Address

Emergency Lane Closure

Requirements

Vendor must be able to respond with call back once notified in 30 minutes.

Vendor must have all workers and trucks on site within 2 hours after notification, equipped with correct signage, directional barricades, barricades with steady burn lights and arrow boards to set up IDOT Standard 701421 for work area of 1,000 feet.

Price to include all labor to set up and remove equipment for 1 calendar day and a separate unit price for rental on a daily basis for the closure to remain once set up.

Please provide these costs on Bid Proposal Page 1 of 2.

BID PROPOSAL

FOR

MATERIALS FOR STREET SIGNS

To: Eira L. Corral Sepúlveda, Village Clerk
Village of Hanover Park
2121 Lake Street
Hanover Park, IL 60133

From: _____ Bidder's Name
_____ Address
_____ Phone

The undersigned Bidder having examined the Invitation To Bid, Instructions To Bidders - General Conditions, Special Conditions (if any), Specifications and this Bid Proposal hereby proposes to furnish all labor, equipment and material necessary and incidental to complete the above named project.

The undersigned Bidder agrees to comply with all bid documents including the Invitation to Bid, Instructions To Bidders - General Conditions, Special Conditions (if any) Specifications and this Bid Proposal by entering into a contract with the Village with the following terms;

<u>Items</u>		<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Total Cost for Sign Materials	Delivered	Various	_____	_____
Emergency Lane Closure	Per Day			_____

The Contractor and each subcontractor shall pay its laborers, workers, and mechanics constructing public works under this contract not less than the prevailing wages as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). It shall be the responsibility of the Contractor to monitor the prevailing wage rates for any increase in rates during the contract and adjust wage rates for any increase in rates during the contract and adjust wage rates accordingly. The current prevailing wage rates are available on the Illinois Department of Labor web site at www.state.il.us/agency/idol or by calling the Village of Hanover Park at 630-823-5602.

The Contractor and its Subcontractors shall comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) and prior to commencing work on a "public works" project (as defined in the Prevailing Wage Act) file with the Village its program to comply with the Act or file that portion of its collective bargaining agreement that deals with the matters covered by the Act.

The Contractor and its Subcontractors shall comply with Section 5 of the Act that requires the Contractor and its Subcontractors to submit to the Village monthly certified payroll records along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor or Subcontractor is aware that filing records it knows to be false is a Class B misdemeanor. Each month's certified payroll(s) must be filed with the Village before the end of the next month.

The Contractor shall comply with Employee Classification Act (820 ILCS 185/1-999) effective January 1, 2008 which establishes criteria to determine if an individual performing services is an employee of the contractor or is an independent contractor. Individuals performing services for contractors are presumed to be employees of the contractor unless they meet criteria specified in Section 10 of the law. Contractors determined to be in violation of the Act are subject to civil and criminal penalties.

The undersigned Bidder (1) hereby certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 or 33E-4 of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; (2) hereby swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1-1 of the Illinois Compiled Statutes; (3) and hereby states that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

Complete all blanks of either paragraph A, B or C that is the same as the Bidder's status.

A. (If an Individual) Dated this _____ day of _____, 20 _____
Signature of Bidder: _____
Business Address: _____

B. (If a Partnership) Dated this _____ day of _____, 20 _____
Firm Name: _____
Signed By: _____
Business Address: _____
Insert name and _____
address of all _____
Partners _____

C. (If Corporation) Dated this _____ day of _____, 20 _____

Corporate Name: _____

Signed By: _____

(President)

Business Address: _____

INSERT NAMES President: _____

OF OFFICERS Secretary: _____

Treasurer: _____

ATTEST: _____

(Secretary)

We acknowledge receipt of Addenda as follows:

Addendum Number	Date Received
_____	_____
_____	_____
_____	_____

**VILLAGE OF HANOVER PARK
2121 LAKE STREET
HANOVER PARK, ILLINOIS 60133**

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2016 by and between the Village of Hanover Park, an Illinois municipal corporation hereinafter called the "Owner" and

located at _____
hereinafter called the "Contractor". **WITNESSETH:**

WHEREAS, the Owner has heretofore solicited Bid Proposals for all labor and materials necessary to complete the work specified in the Materials for Street Signs bid.

WHEREAS, the Owner has found that the Contractor is the lowest responsible bidder for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the materials for street signs in accordance with the conditions and prices stated in the Invitation To Bid, Instructions To Bidders - General Conditions, Special Conditions, Specifications and Bid Proposal all of which are made a part hereof and herein called the "Contract Documents".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

OWNER: VILLAGE OF HANOVER PARK

BY: _____
Juliana A. Maller, Village Manager

ATTEST:

Eira L. Corral Sepúlveda, Village Clerk

CONTRACTOR:

BY: _____
Signature

Print Name and Title: _____

IF CORPORATION ATTEST AND SEAL BELOW