

GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, hereafter referred to as "Government Agencies", to jointly bid the cutting of sidewalks to address deficiencies and obtain compliance with the Americans with Disabilities Act.

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Lombard is the lead agency for the bid process on behalf of the Government Agencies. Each Village and Village's manager or board of trustees/council, as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

Work performed under this RFB, shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

2. BID PRICE

The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

Bidders shall maintain pricing for a minimum of ninety (60) days from opening date.

3. AWARD

The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Government Agencies.

4. TERM

The term of this Agreement shall be one (1) year from the date of award. All participating parties reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Requests for price increases shall be submitted. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

At the end of any contract term, the Village of Lombard reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each government Agency; no charges shall be assessed for failure of a Government Agency to appropriate funds in future contract years.

The Village of Lombard reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Government Agencies do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Government Agencies requirements whether more or less than the estimated amount.

The Government Agencies reserve the right to increase and/or decrease quantities, add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Government Agencies.