

VILLAGE OF HANOVER PARK, ILLINOIS

INSTRUCTIONS FOR QUOTATION - GENERAL CONDITIONS

These Instructions for Quotation and General Conditions apply to all quotes 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 quotations. The Village assumes that submission of a quote means that the Bidder has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Forms** – All quotes 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 to Scott Weber at 2041 Lake Street, Hanover Park, Illinois 60133 by April 15, 2016.
2. **Examination of Quotation Forms, Specifications, and Site** – The bidder shall carefully examine the quotation forms which may include the invitation for quotation, 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 quote. The submission of the quote 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 quotation forms. If the quote 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 Quotation Documents** – Questions regarding quotation documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to Scott Weber at least ten (10) working days prior to opening of quotations 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. **Late and Fax Quotations** – Quotes 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 quotes 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.
5. **Completeness** – All information required by the Invitation for Quotation must be supplied to constitute a responsive bid.
6. **Error in Quotations** – When an error is made in extending total prices, the unit quotation price and/or written words shall govern. Otherwise, the bidder is not relieved from errors in quotation preparation. Erasures in quotations must be explained over signature of bidder.

7. **Withdrawal of Quotation** – A written request for the withdrawal of a quotation or any part thereof may be granted if the request is received by Scott Weber prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his quotation for a period of forty-five (45) calendar days, or such longer time as stated in the bid documents.
8. **Bidder Interested in More than One Quotation** – Unless otherwise specified, if more than one quotation is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such quotes 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 quote directly for the work, materials, or supplies.
9. **Quotation Award for All or Part** – Unless otherwise specified, quotations shall be submitted for all of the work or items for which quotes 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.
10. **Price** – Unit prices shall be shown for each unit on which there is a quote 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.

11. **Consideration of Quotation** – No quotation 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.

12. **Award or Rejection** – The Village reserves the right to reject and/or award any and all quotes or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any quotation submitted will be binding for forty-five (45) days subsequent to the date of the quotation 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 quotation. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all quotes or parts thereof.
13. **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 quotation and (b) carry insurance acceptable to the Village, covering public liability, property damage, and workmen's compensation.

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

14. **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.
15. **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.

16. **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.
17. **Contract Alterations** – No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.
18. **Notices** – All notices required by the contract shall be given in writing.
19. **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.
20. **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.

21. **Insurance** – In submission of a quotation, 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.
22. **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.
23. **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.

24. **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.
25. **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.
26. **Time of Completion** – The successful bidder shall completely perform its quote 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 07 04

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
<p style="font-size: 48px; opacity: 0.5; transform: rotate(-45deg);">SAMPLE</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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.

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.

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 07 04**

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
EXAMPLE	
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" 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".

EXHIBIT E

(Example)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name of Insurance Broker	CONTACT NAME: Producer/Ins. Broker Contact Info.	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Name of Contractor	INSURER A:	Name of Insurance Company Completed
	INSURER B:	Name of Insurance Company Completed
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request AGGREGATE \$ Per Request
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy Number Inserted	Policy Start Date	Policy Start Date	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested.)			Policy Number Inserted	Policy Start Date	Policy Start Date	\$1,000,000 per occurrence or as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.
 No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).
 Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.
 Member named as cancellation notice recipient.

CERTIFICATE HOLDER Name of Member	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

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SPECIFICATIONS

Description of Work

1. Plow all parking areas after 2 inches of snow has accumulated.
2. Parking lot will be cleared by 6:00 am or 4:30 pm depending upon the time of snowfall.
3. Parking areas not accessible during the night hours will be cleared after 9:00 am the morning following the snowfall.
4. All areas will be cleared completely of snow, except next to parked cars where the areas will be cleaned as close as possible within reason.

Prequalification of Contractor

Under the terms of this proposal, all Contractors in evidence of their experience and past performance must submit a list of previous snow removal experience of similar magnitude, which will be used to verify previous level of service.

The Contractor shall also provide a list of equipment, including model numbers and plow size, available for snow removal on this job. The following equipment is required as a minimum:

- 3 - Four (4) wheel drive pickup or Blazer type trucks with snowplows
- 1 - Skid Steer (rubber tired)

List additional equipment available in the event of heavy snowfalls such as graders, end loaders (include bucket capacity), etc.

Prosecution of Work

The proper timing and use of equipment is essential to maintain these parking lots in a safe manner. Consequently, it is imperative that all equipment be in good operating condition at all times so as to insure maximum working efficiency and prevent unnecessary failures. TIME IS OF THE ESSENCE in arriving at the scene to commence snow removal efforts. To insure uninterrupted operation, CALL-OUTS SHALL BE ANSWERED PROMPTLY, and EXTRAORDINARY EFFORT SHALL BE EXERTED BY THE CONTRACTOR TO RENDER THIS SERVICE.

The Contractor shall prosecute the work in the following manner:

- A. For this contract the parking areas will be called Astor Avenue apartments Exhibit "A". The second will be called Mark Thomas apartments Exhibit "B".
- B. The Contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified workmen shall be sufficient to respond to emergency calls which may be received

at any time. Manpower must be activated and equipment operating at this site within two (2) hours after notification by the Village.

- C. The Contractor shall submit, in writing, the name, address and telephone number of the person in his organization to whom instructions may be given by the Director of Public Works (or his designated representative) on a 24-hour-per-day basis. One (1) designated supervisor in the Contractor's organization shall be available on the job site at all times during snowplow operations.
- D. The Contractor will be required to plow the parking lots only for snowfall accumulations equal to or greater than two (2) inches as determined by the Director of Public Works or his designated representative.
- E. The Department of Public Works – Snow Command – will notify the Contractor whenever we receive a storm warning from our weather forecasting service that a plowable amount of snow (2 inches or more) is forecast. The Contractor shall respond by mobilizing all equipment at a pre-arranged time ~~or~~ within a maximum of two (2) hours after being notified by the Director of Public Works or his authorized representative.
- F. Snow removal operations shall be completed within 12 hours after the snowfall has ended.
- G. The Department of Public Works will notify the Contractor whenever equipment is to be activated, and the Contractor will make every effort to start operations only at the designated time.

Right to Change Scope of Work

Due to budget restrictions, the Village of Hanover Park reserves the right to add or delete from the contract as required. No adjustments in contract unit prices or additional compensation will be made for decreases in the quantities or services from the contract.

License and Bonding

License and bonding is required.

Property Damage

The Contractor will assume responsibility for all damage to property caused by equipment used for removal of snow. All damage will be the responsibility of the Contractor to repair. It shall be the responsibility of the Contractor to inspect the premises where the work is to be performed prior to submitting the quote. A location map is included in this document. Any damage reported to Public Works will be inspected, evaluated and reported to the Contractor for repair.

Duration of Contract

This Contract shall be for the snow and ice season beginning November 1, 2016, to and including April 3, 2019.

Payment

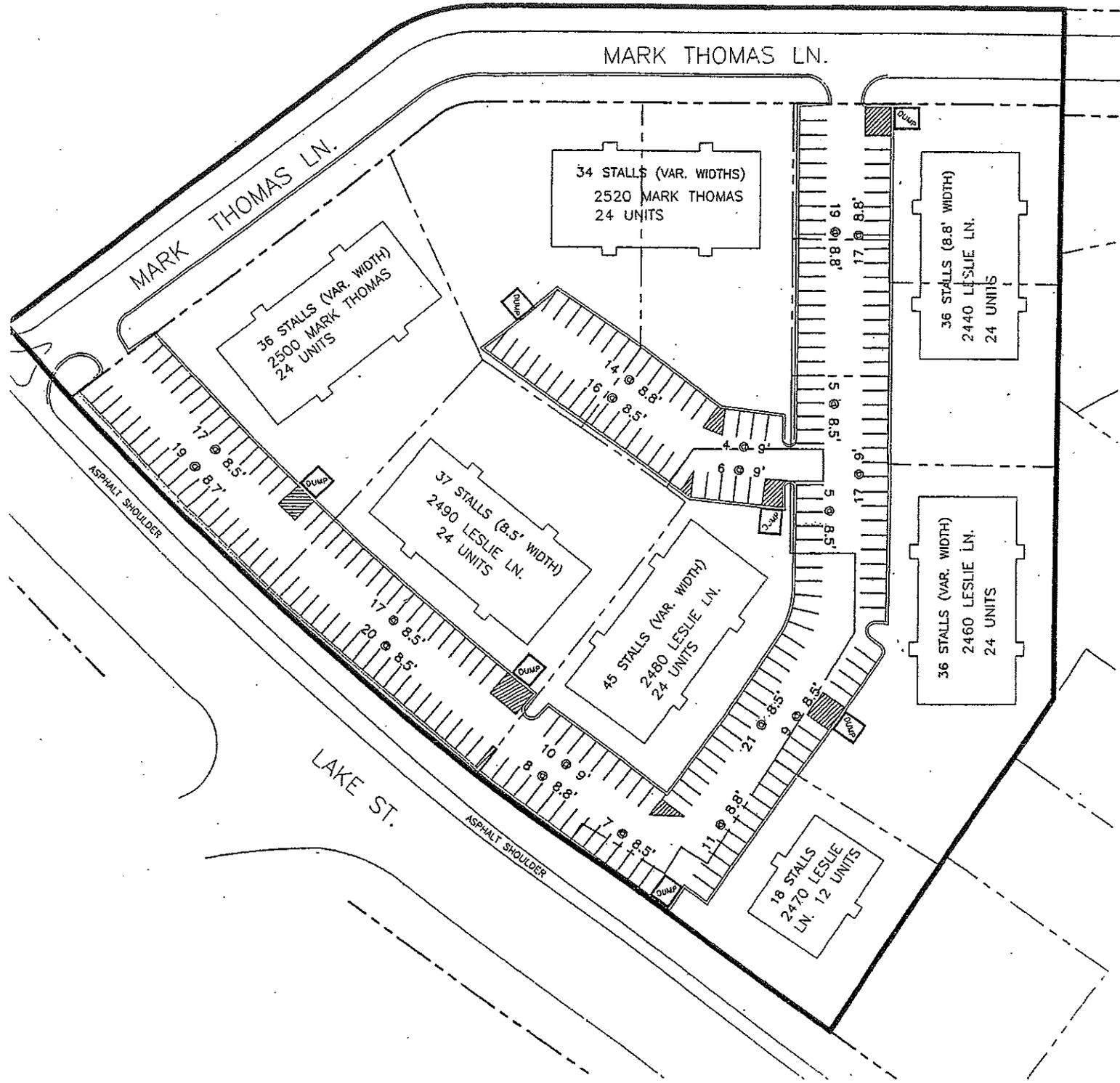
Annual fee for snow removal to be paid in five (5) equal monthly payments.

All charges for snow removal will start when equipment begins operation, and ends when the operation is complete. No separate charge for transportation of equipment to or from the site will be allowed.

It will be the responsibility of the Contractor to notify the Public Works Director or his designated representative when equipment has begun operation, and when the operation is complete. A form to verify these times will be provided by the Village and will be signed by both the Contractor and appropriate Village representative at the completion of each operation. No charge for inoperable equipment due to mechanical failure will be allowed.

***NOTICE: Contract must be signed at the time of quotation submittal.**

EXHIBIT "B"



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 for the Snow Removal at Two Parking Lots (Astor Avenue and Mark Thomas Apartments).

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 snow removal 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