



# VILLAGE OF BANNOCKBURN

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## REQUEST FOR PROPOSAL (RFP) FOR TREE PLANTING

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PROCUREMENT NAME: Village Of Bannockburn Tree Planting

RFP ISSUE DATE: February 19, 2024

PROPOSAL DUE DATE: March 4, 2024

PUBLIC NOTICE

**REQUEST FOR PROPOSAL (RFP)**

BY THE VILLAGE OF BANNOCKBURN

FOR

TREE PLANTING

## **OVERVIEW OF THE PROCUREMENT PROCESS**

The Village of Bannockburn is employing a formal proposal or bid process in this procurement. All General and Specific Terms and Conditions as described below apply. Potential vendors who receive copies of this RFP will be notified of any addendum to the RFP and provided an equal opportunity to comply with all specifications.

### **CONTENTS OF THE REQUEST FOR PROPOSAL OR BIDS**

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NOTE: The documents provided as attachments and exhibits are not exhaustive or presumed to be complete and are provided for reference only

## A. GENERAL TERMS AND CONDITIONS

1. The Village of Bannockburn assumes no responsibility of any kind or nature for any costs incurred by any potential vendor in the preparation of a response to this RFP. This applies to and includes any costs of delivery a Proposal timely.
2. The Village of Bannockburn reserves the exclusive, unencumbered right to:
  - a. Cancel, revise, or amend the RFP;
  - b. Reject any proposal or bid or all proposals or bids submitted in response hereto in whole or in part;
  - c. To waive any irregularities in any proposal or bid;
  - d. To award the whole or part of the work or goods that are the subject of this RFP to that offeror whose proposal or bid is, as determined in the sole discretion of the Village, to be in the best interest of the Village considering such factors as it may deem pertinent.
3. Sealed proposals or bids must be received on or before **Monday, March 4, 2024 at 10:00 AM.** to the Village Manager at the Village Hall or by email. Date and time will be recorded on delivery. Deadline is for physical delivery or email to the specified location; postmarks or other indicators of sending or delivery will not be accepted.

Proposals or bids are to be delivered to:

Village of Bannockburn  
Village Manager, Stephanie Hannon  
2275 Telegraph Road  
Bannockburn, IL 60015  
Shannon@VillageofBannockburn.org

4. Any questions regarding the RFP must be submitted before Tuesday, February 27, 2024 at 5:00 PM. If necessary, an addendum to the RFP will be provided to all holders of the RFP of record.
5. No proposal or bid may be withdrawn for a period of sixty (60) days after the opening of the proposals or bids except as provided in the RFP.
6. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP. Failure to do so may result in the proposal or bid being considered non-responsive and it may be rejected. An offeror must promptly notify the Village Manager of any ambiguity, inconsistency, or error, which may be discovered upon examination of the RFP. An offeror requesting clarification of this RFP should contact Stephanie Hannon, Village Manager at 847-945-6080 or by email at shannon@villageofbannockburn.org.
7. Proposals should demonstrate the offeror's successful experience in providing the services and/or items requested by this RFP.
8. Proposals must state whether any of offeror's owners, officers, employees, or agents, or

their immediate family members, is currently, or has been in the past year, an employee of the Village of Bannockburn or has any responsibility or authority with the Village that might affect the procurement transaction or any claim resulting there from. If so, the complete name and address of each such person and their connection to the Village of Bannockburn must be disclosed in the response.

9. Any proposal submitted shall be deemed conclusive assurance that the proposer does not discriminate in any manner against any class of protected persons under federal or state law. This includes non-discrimination on the basis of gender, race, national origin, age, and other categories specified by law. Non-discrimination applies to consideration for employment and services.
10. Proposals must explicitly and completely describe and present all components of the price proposed for work or goods. The Village of Bannockburn is exempt from State of Illinois Sales and Use Taxes.
11. Ownership of all data, materials, and documentation originated and prepared for the Village pursuant to the RFP shall belong exclusively to the Village and be subject to public inspection in accordance with the Illinois Freedom of Information Act.
12. No information regarding the contents of responses to the RFP will be released prior to award. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
13. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or changes. The Village Manager will issue Addenda. Addenda will be emailed, faxed, or mailed to all known recipients of the RFP.
14. The Village may make investigations to determine the ability of the offeror to perform or supply the services and/or items as described in this RFP.
15. The successful offeror must comply with all applicable Village, State, and Federal laws, codes, provisions, and regulations.
16. Responses to this RFP must be in the prescribed format. Tree Planting Page 5.
17. The Village may request additional information, clarification, or presentations from any of the offerors after review of the proposals received.
18. The Village has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of offeror.
19. Only the Village will make news releases or other public announcements pertaining to this RFP or the proposed award of a contract.

## **B. SPECIFIC TERMS AND CONDITIONS**

1. The Village of Bannockburn is soliciting bids for the provision of approximately 93 trees for placement along the Village owned right-of-way, Village Hall, and Open Space Properties.

2. Specific or Technical Requirements of the Work or Goods

SEE ATTACHMENT "A".

3. Evaluation Criteria

- a. The ability, capacity, and skill of the offeror to provide items described in this RFP in a prompt and timely manner without delay or interference.
- b. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the offeror.
- c. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
- d. Compliance by the offeror with laws and ordinances regarding prior contracts, purchases, or services.
- e. The conditions, if any, specified in offeror's proposal; i.e. what expectations or requirements the offeror might have of the Village as a condition of, or related to the proposal.
- f. Compliance by the offeror with the Village's insurance requirements policy.
- g. Price.

4. Selection Process

- a. Sealed proposals will be publicly opened immediately after the deadline for submitting proposals.
- b. Proposals will be opened at Bannockburn Village Hall, 2275 Telegraph Road, Bannockburn, IL 60015.
- c. Proposals not submitted timely will not be opened or considered.
- d. Compliance with submittal forms, insurance requirements, and price will be publicly announced at the proposal opening.
- e. Village staff will evaluate proposals according to the evaluation criteria noted in the RFP and prepare a recommendation to the Bannockburn Village Board.
- f. The Village Board will make the final, binding decision as to the award of the contract or the rejection of any or all proposals.
- g. Village staff or the Village Board may request additional information or clarification from any offeror. Failure to supply requested additional information may result in proposal being rejected or not considered further.
- h. A formal contractual agreement will be entered to effect the arrangements. Offerors should submit any requested contract terms as part of their proposal.

**C. RESPONSE SUBMITTAL FORMS**

Every valid response to the RFP will include the next six (6) pages completed in full and returned to the Village by the stated deadline.

**CERTIFICATION**

In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are incorporated in this proposal by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful offeror.

**Legal Name of Entity Submitting Proposal:**

\_\_\_\_\_

**Address:**

Street

\_\_\_\_\_

City

State

Zip

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

**Authorized Official:**

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

**RELATED PARTIES DISCLOSURE (CHECK AND COMPLETE AS APPROPRIATE)**

THIS PAGE MUST BE RETURNED SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

- NONE of offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the Village of Bannockburn nor has any responsibility or authority with the Village that might affect the procurement transaction or any claim resulting there from.
- EXCEPTIONS TO THE ABOVE STATED ARE AS FOLLOWS:

Name \_\_\_\_\_

Address \_\_\_\_\_

Connection or Relationship to the Village of Bannockburn: \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Connection or Relationship to the Village of Bannockburn: \_\_\_\_\_

\_\_\_\_\_

USE ADDITIONAL SHEETS IF NECESSARY

Authorized Official:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Date

**REFERENCES**

Each offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP. References of other similar local government operations are preferred.

**REFERENCE #1**

Entity Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship Description: \_\_\_\_\_

**REFERENCE #2**

Entity Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship Description: \_\_\_\_\_

**REFERENCE #3**

Entity Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship Description: \_\_\_\_\_



## **INSURANCE**

Attach certificates of required insurance.

## **IRS W-9 FORM**

Complete and attach an IRS Form W-9.

## **PRODUCT INFORMATION**

Attach complete description of the manufacture, features, and capabilities of materials and goods proposed to be provided.

## **OTHER INFORMATION**

Attach other information necessary to describe the proposed vendor and the goods and services proposed to be provided.

## **D. ATTACHMENTS AND EXHIBITS**

- 1. ATTACHMENT “A” -** Bid Specifications.
- 2. ATTACHMENT “B” -** Standard Form of Agreement.
- 3. ATTACHMENT “C” –** Village of Bannockburn Insurance Requirements.

**Attachment A**  
**Village of Bannockburn Tree Planting**

A. Description:

1. All trees shall be between one (1) and two (2) inch minimum caliper measured at 6” above the root flare.
2. Trees must be planted according to the ANSI A300 Standards.
3. Trees must be planted so that the root flare is at grade with the land. Some trees are planted with several inches of topsoil added to top of root ball. Root flare must be visible.
4. All trees must meet ANSI American Standard for Nursery Stock (ANSI Z60)
5. All trees must have the burlap, rope and wire basket removed at time of planting. (Ideally all, but the top 1/3 of the burlap is acceptable.
6. Any tape or ties in the crown need to be removed.
7. All trees must be purchased from U.S. Department of Agriculture Certified Nurseries.
8. All the new trees should be outfitted with deer protection, whether it be 5’ wire fence or 4” diameter corrugated drainpipe slipped around the trunk. Fence diameter should be a minimum of 3’ and shall be reviewed periodically and adjusted accordingly to accommodate tree branch growth. Once the trees reach 5” in diameter, the deer protection can be removed unless it is a thin-skinned species such as basswood or red maple and these should be protected in October and November during deer rutting season.
9. All trees shall have a cedar mulch ring around each tree, between two (2) and three (3) feet in diameter and two (2) to (3) inches thick of mulch shall cover the root ball. The mulch shall not touch the truck and shall not be deeper than 3 inches. All excess excavated material will be removed before placement of the cedar mulch ring.
10. Submit certification of trees to Village Manager for material acceptance for every delivery of Village trees.
11. Trees to be warrantied to be alive, healthy, and disease and insect free at time of installation and delivery.
12. Trees to be nursery grown stock pruned to produce vigorous and predominantly vertical growth.
13. Excavated tree pits must be backfilled with a planting soil mix to ensure proper growth and root development.
14. All trees will be guaranteed, in writing, for one year from date of installation. Any trees that are dead or in an unhealthy condition, based on inspection by a Village representative will be replaced by the contractor at no expense to the Village of Bannockburn.
15. After initial installation watering, the trees should be watered weekly for the first growing season and as needed in subsequent growing seasons. If gator bags are used, ensure the tape has been removed which covers all of the drain holes on the bottom of the bag to allow for proper water flow.
16. The Village will provide the contractor with a list and location of trees to be planted.
17. The Contractor will notify the Village Manager at least 2 weeks prior to installation.
18. The Village will stake location of tree planting at least one week prior to installation.
19. The contractor will make all arrangements with the JULIE to identify utility locations where trees are to be planted.
20. The Village reserves the right to reject any and all bids, to waive any irregularities in the bids and to accept the bid which the Village believes to be in its best interest, all factors considered.
21. Trees must be staked on a minimum of two sides to ensure proper growth.

B. General Requirements:

1. Provide the following materials as listed:

Provide and plant the following trees: 67 will be located on the Village Hall Property and 26 will be located at various locations along the Village Right of Way.

<b>Botanical Name</b>	<b>Common Name</b>	<b>Quantity</b>
Acer rubrum	Red Maple	4
Acer saccharum	Sugar Maple	2
Acer x freemanii	Freeman Maple	1
Amelanchier arborea	Downy Serviceberry (Juneberry, Shadbush)	8
Betula nigra	River Birch	3
Carpinus caroliniana	Blue Beech (Musclewood, American Hornbeam)	8
Celtis occidentalis	Common Hackberry	2
Cercis canadensis	Redbud	7
Cornus florida	Flowering Dogwood	7
Cornus kousa	Kousa Dogwood	2
Cornus mas	Corneliancherry Dogwood	3
Corylus americana	American Filbert (American Hazel)	7
Ginkgo biloba	Ginkgo (Maidenhair Tree)	2
Gleditsia triacanthos	Common Honeylocust	3
Gymnocladus dioicus	Kentucky Coffeetree	2
Malus spp.	Crabapple	3
Metasequoia glyptostroboides	Dawn Redwood	2
Ostrya virginiana	Ironwood (American Hophornbeam)	7
Platanus x acerifolia	London Planetree	2
Quercus bicolor	Swamp White Oak	4
Quercus macrocarpa	Bur Oak	2
Quercus rubra	Northern Red Oak	3
Tilia americana	Basswood (American Linden)	2
Ulmus x spp.	Hybrid Elm	3
Viburnum prunifolium	Blackhaw Viburnum	4
		93

2. Bid submittals shall clearly indicate the species, caliper and cost of trees to be provided.
3. Submittals must be signed by a qualified agent of the firm submitting the bid.
4. Submittals should contain any documentation deemed appropriate or helpful for thorough bid analysis.
5. All work to be completed no later than April 30, 2024 unless otherwise approved by the Village Manager.

**Attachment B**

**VILLAGE OF BANNOCKBURN  
CONTRACT FOR TREE PLANTING**

This agreement is made this day \_\_\_\_\_ between the Village of Bannockburn “Owner”, 2275 Telegraph Road, Bannockburn, IL 60015 and “Contractor” \_\_\_\_\_, for the following project: Tree Planting.

The Village of Bannockburn “Owner”  
2275 Telegraph Road  
Bannockburn, IL 60015  
Village Manager, Stephanie Hannon

and

Full Name of “Contractor”: \_\_\_\_\_  
Principal Office Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Email: \_\_\_\_\_

agree as follows:

The Contractor shall complete the work described in the bid specifications for the project. The bid specifications will consist of this agreement signed by the Village of Bannockburn authorized representative and the Contractor, and any drawings and specifications prepared by the Village of Bannockburn.

Written Change Orders for minor changes in the scope of work issued after execution of this agreement will be made upon written approval of the Village Manager.

The date of commencement of the project will be the date of the agreement, unless otherwise states in the bid specifications. The Contractor will complete the work no later than stated in the bid specifications, subject to any adjustments by the Village Manager.

Subject to additions and deductions by a Change Order approved by the Village Manager, the contract sum will be outlines in the bid submitted by the Contractor to the Village of Bannockburn. The Contractor will not exceed the approved amount of the contract, unless prior written authorization from the Village Manager is received.

If the Contractor fails to correct work which is not in accordance with the specifications as stated in the bid documents, the Village of Bannockburn may direct the Contractor in writing to stop the work until the correction is made. If the Contractor defaults or neglects to carry out the work in accordance with the specifications as stated in the bid documents, and fails within a seven day period after receipt of written notice from the Village of Bannockburn to correct such default or neglect with diligence and promptness, the Village of Bannockburn may, without prejudice to other remedies, correct such deficiencies. In such case, the Village of Bannockburn will deduct the cost of the correction from payments due to the contractor.

The Village of Bannockburn reserves the right to perform construction or operations related to the project with its own labor forces, and to award separate contracts in connection with other portions of the project. The Contractor will coordinate and cooperate with separate Contractors employed by the Village of Bannockburn. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

For the purposes of payment, the contract sum amount will include all items and services necessary for the proper execution and completion of the work as outline in the bid documents.

Payment to a Contactor for the completion of work as outlines in the bid documents, and as a result of the agreement will be made within sixty days from receipt of the Contractors billing statement and processing by the Village Manager.

The Contractor will provide proof of insurance in the amount required on the attached policy.

Certificates of Insurance will be provided prior to the commencement of work, naming the Village of Bannockburn as the additional insured.

Indemnification. If this Contract is accepted, to the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Owner, 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 Owner, 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 therefor, except that arising out of the sole legal cause of the Owner, 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 therefor or incurred in connections therewith, and, if any judgment shall be rendered against the Owner, 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 Owner, its officials, agents and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Owner, may be retained by the Owner 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 Owner.

- A. Penalties. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

**Firm Proposal.** All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date this sealed Contract is opened.

**Contractor's Representations and Warranties.** In order to induce Owner to accept this Contract, Contractor hereby represents and warrants as follows:

- A. **The Work.** The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Attachment A of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. **Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130, to the extent applicable.
- C. **Not Barred.** Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- D. **Qualified.** Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

### **Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("***Event of Default***"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
- B. Owner may perform or have performed all Work necessary for the accomplishment of

the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

- C. Owner may terminate this Contract.
- D. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- E. Owner may recover any damages suffered by Owner.

**Acknowledgements.** In submitting this Contract, Contractor acknowledges and agrees that:

- A. **Reliance.** Owner is relying on all warranties, representations, and statements made by Contractor in this Contract.
- B. **Reservation of Rights.** Owner reserves the right to reject any and all proposals, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the Instructions to Contractors.
- C. **Acceptance.** If this Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents. Furthermore, acceptance of this Contract, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.
- D. **Remedies.** Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.
- E. **Time.** Time is of the essence of this Contract and, except where stated otherwise; references in this Contract to days shall be construed to refer to calendar days.
- F. **No Waiver.** No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after

Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

- G. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.
- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois

This agreement is entered into as of the day and year first written above.

**Village of Bannockburn**

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address



## Attachment C

### Insurance Requirements

**The minimum insurance coverages and deductibles shall be consistent with the coverage and requirements noted below** and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

\$1,000,000 ea. accident-injury  
\$500,000 ea. employee-disease  
\$500,000 disease-policy

The insurer shall agree to waive all rights of subrogation against the Owner, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the Owner and will have in place a "NCCI Alternate Employer Endorsement (WC 000301)" to insure that workers' compensation coverage applies under contractor's, coverage rather than Owner's.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 combined single limit per occurrence for bodily injury, and property damage.

\$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.

Coverage is to be written on an "occurrence" basis.

**Coverage shall be similar to the coverage noted below** and also include the following coverage:

- Premises Operations
- Products/Completed Operations
- Independent Contractors

- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Owners and Contractors Protective Liability (OCP):

Limits shall not be less than:

\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5. Environmental Impairment/Pollution Liability:

Limits shall not be less than:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

6. Umbrella Liability (*if requested by Owner*)

Limits shall not be less than:

\$3,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, 3, 4, 5, and 6 above.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

**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 Owner, its officials, agents, employees and volunteers are to be covered as additional insured's 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 Owner, its officials, agents, employees and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Owner, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom 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 Owner, its officials, agents, employees and volunteers as additional insureds.
6. All general liability coverage 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 Owner. This specifically includes any limitation imposed by a 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 Owner, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality (negotiable -- may not be needed on smaller contracts with limited exposure).

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

**C. All Coverages**

Each insurance policy required shall have the Owner 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 Owner with certificates of insurance naming the Owner, its officials, agents, employees and volunteers as additional insureds (Attachment C), and with original endorsements affecting coverage required by this clause.

### **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.