



**VILLAGE OF KILDEER**

**REQUEST FOR PROPOSALS**

Owner: Village of Kildeer  
21911 Quentin Road  
Kildeer, Illinois 60047

Owner will receive sealed proposals for the Work generally described as follows:

*Snowplowing and Road Salting Services on Village of Kildeer Streets and Village Hall Parking Lots.*

TO BE SUBMITTED TO Village of Kildeer, 21911 Quentin Road, Kildeer, Illinois 60047, attention Michael Talbett, Chief Village Officer, **BEFORE 10:00 A.M. Monday, October 30, 2020.**

**INSTRUCTIONS TO BIDDERS**

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to

the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

#### Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

#### Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

#### Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

#### Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED this 8th day of October, 2020.

VILLAGE OF KILDEER

By: Michael Talbett  
Chief Village Officer



REQUEST FOR PROPOSALS

Snowplowing and Road Salting Services on Village of Kildeer Streets and Village Hall Parking Lot

Fall 2020 - Spring 2021

Full Name of Contractor: \_\_\_\_\_ (“Contractor”)

Principal Office Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_; Fax: \_\_\_\_\_

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

TO: Village of Kildeer (“Village”)  
21911 Quentin Road  
Kildeer, IL 60047  
Attention: Chief Village Officer Michael S. Talbett

*Contractor warrants and represents that Contractor has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.*

**I. Work Proposal**

A. Contract and Work. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the plowing and removal of snow and the salting of the Village streets, roadways and parking lots at Village Hall (the "Work Site");

2. Scope of Work. The Contractor will perform all work associated with the project that is required for successful snow removal salting of the Work Site, being:
    - i. Public Roads. Approximately 32 miles of public roads under the jurisdiction and control of the Village as shown on Exhibit A attached hereto.
    - ii. Village Hall Parking Lot. A parking lot at Village Hall as shown on Exhibit B attached hereto.
  3. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
  4. Insurance. Procure and furnish all insurance certificates *and policies of insurance* specified in this Contract;
  5. Taxes. Pay all applicable federal, state, and local taxes;
  6. Miscellaneous. Do all other things required of Contractor by this Contract; and
  7. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
- B. Performance Standards. If this Contract is accepted, Contractor proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:
1. Snowplowing and/or salting shall commence within sixty (60) minutes and without notification when there is a minimum of 1 inch of accumulated snowfall or following notification by the Village Hall or Police Department.
  2. During persistent snowfalls or period of blowing or normal snow clearing operations, no more than 1 inch of snow shall be allowed to accumulate on the Work Site at any given time. Contractor shall remain in communication with Village at all times by means of a cellular phone.
  3. Special snow handling equipment (i.e., end loaders, bobcats, tractors) requiring special charges above and beyond contractor's normal snow plowing rates shall be utilized only with the Village's prior authorization.
  4. All plowing will be completed within 4 hours of the end of the snowfall; in addition, plowing is expected to be completed by 6:30 a.m. on any weekday.
  5. Fire hydrants, shutoff valves, extruding curb points or similar obstacles may or may not be flagged by the Village at the Village's sole discretion. Any damage to such items shall be repaired or replaced by the Village at the Contractor's expense.
  6. The Village shall provide rock salt and ice melter.

7. During the existence of chronic ice, Contractor shall implement an ongoing program for applying rock salt to assure maximum safety.
  8. The Village reserves the right to add or delete from the streets currently designated for plowing at no cost or penalty to either party provided the added streets have been made even with manhole covers.
  9. Village roads shall receive the highest priority of all the work of Contractor.
  10. On Monday through Friday between 8:30 a.m. and 4:30 p.m. Contractor shall telephone Kildeer's office at least 1/2 hour before the start of any snow plowing in the Village Hall parking lot so that cars in the parking lot can be moved. At all other times and when Village Hall is closed, Contractor shall telephone the Lake Zurich Police Dispatch Center at least 1/2 hour before the start of any snow plowing in the Village Hall parking lot so that cars in the parking lot can be moved.
  11. Contractor shall clear snow from around the doors to the trash bin storage in the Village Hall parking lot and Contractor shall clear snow from the doorways to Village Hall.
  12. Contractor shall be required to have all trucks and equipment used in the Village of Kildeer, marked with its phone number on both doors of the trucks used.
  13. The Contractor may subcontract for additional snow removal in extraordinarily heavy snowfalls, (continuous snowfalls of 12" or more), with prior Village approval at rates not to exceed those contained herein unless the Village President, Village Administrator or Village designee approves higher rates in advance.
  14. Contractor is to supervise or provide a competent superintendent to supervise all of the work to be performed. It is agreed that the Village or its agent shall have full and complete access to inspect the work at all times. Contractor is to keep good order among his employees and any subcontractors, and not to permit any incompetent or unskilled labor on the job.
  15. The Village retains the right to hire another independent contractor to fulfill any obligations of this Agreement which it deems not performed or not adequately performed by Contractor, with reasonable notice to the Contractor, and Contractor agrees to reimburse the Village for any expenses incurred in excess of Contractor's hourly rates for service. The Village may deduct the cost of same from any payment due and owing to Contractor.
  16. It is expressly understood and agreed that any waiver on the part of the Village or any term, provision, or covenant of this Agreement shall not constitute a precedent nor bind the Village to a waiver of any succeeding breach of the same or any other of the terms, provisions, or covenants of this Agreement.
  17. It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the work referred to herein, subject to the terms of this Agreement and that the Contractor or its employees, representatives or subcontractors are not agents or employees of the Village, with Contractor being an independent contractor.
- C. Responsibility for Damage or Loss. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, damage done to, and any loss or injury suffered by, Village, the Work, the Work Site, or other property or persons as a result of the Work. The Contractor shall be responsible for resolving claims of private parties for damage directly

with the affected party. The Contractor shall provide a written report of the disposition of each claim to the Village. Any damages to private or Village property or streets resulting in a potential hazard are to be corrected immediately upon verbal notice and if not done, the Village shall have the right to have said damage corrected and deduct the cost of same from any payment due and owing to Contractor.

D. Inspection/Testing/Rejection. Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Village, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

II. Contract Price Proposal. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall take in full payment for all Work and other matters set forth under Section I, Work Proposal, above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES. For providing, performing, and completing all Work, the *total Contract Price is listed in the Work by the Unit Price set forth in EXHIBIT C (AS PROVIDED BY CONTRACTOR)*.

B. BASIS FOR DETERMINING PRICES. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Village is not subject to state or local sales, use, and excise taxes, and that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Requests for payment by the Contractor submitted by the end of the first week of the month shall be paid by the Village at the end of the third week of the month. All payments may be subject to deduction or set-off by reason of any failure of Contractor to perform under this Contract. Each payment request shall include: Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested; Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; and any

Contractor's certifications as may be required pursuant to the Prevailing Wage Act, 820 ILCS 130.

**III. Contract Time Proposal.** If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall commence the Work as seen as needed, but no later than 10 days following Village's acceptance of this Contract/Proposal, provided Contractor shall have furnished to Village all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall perform the Work diligently and continuously.

**IV. Financial Assurance.**

A. Insurance. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Village's acceptance of this Contract. Such insurance coverage shall be in form, and from companies, acceptable to Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. **The minimum insurance coverages and deductibles shall be consistent with the coverage and requirements noted in the attached Exhibit D** 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 Village, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the Village 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 Village'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 additionally be similar to the coverage noted in the attached Exhibit D** 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. Villages 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 Village)

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.

- B. Indemnification. If this Contract is accepted, 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 in anywise result therefor, 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 therefor 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.

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.

C. **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.

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

VI. **Contractor's Representations and Warranties.** In order to induce Village 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 Subsection I.B., above; 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 Village.

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 Village 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.

## VII. Village'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 Village 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. Village may require Contractor, within such reasonable time as may be fixed by Village, 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. Village 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 Village in connection therewith.
- C. Village may terminate this Contract.
- D. Village 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 Village as the result of any Event of Default or as a result of actions taken by Village in response to any Event of Default.
- E. Village may recover any damages suffered by Village.

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

- A. Reliance. Village is relying on all warranties, representations, and statements made by Contractor in this Contract.
- B. Reservation of Rights. Village 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 Village'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 Village without further notice of objection and shall be of no effect nor in any circumstances binding upon Village unless accepted by Village in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Village 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 Village 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 Village, whether before or after Village's acceptance of this Contract; nor any information or data supplied by Village, whether before or after Village's acceptance of this Contract; nor any order by Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Village; nor any extension of time granted by Village; nor any delay by Village in exercising any right under this Contract; nor any other act or omission of Village 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 Village.

- 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 Village 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 Village.
- 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.
- K. Exhibits. Exhibits A, B, C and D are hereby incorporated into and made a part of this Contract; provided, however, that to the extent there is a conflict between the terms of this Contract and any provision set forth in any exhibit, the terms of this Contract shall prevail.

**DATED this 8th day of August, 2020.**

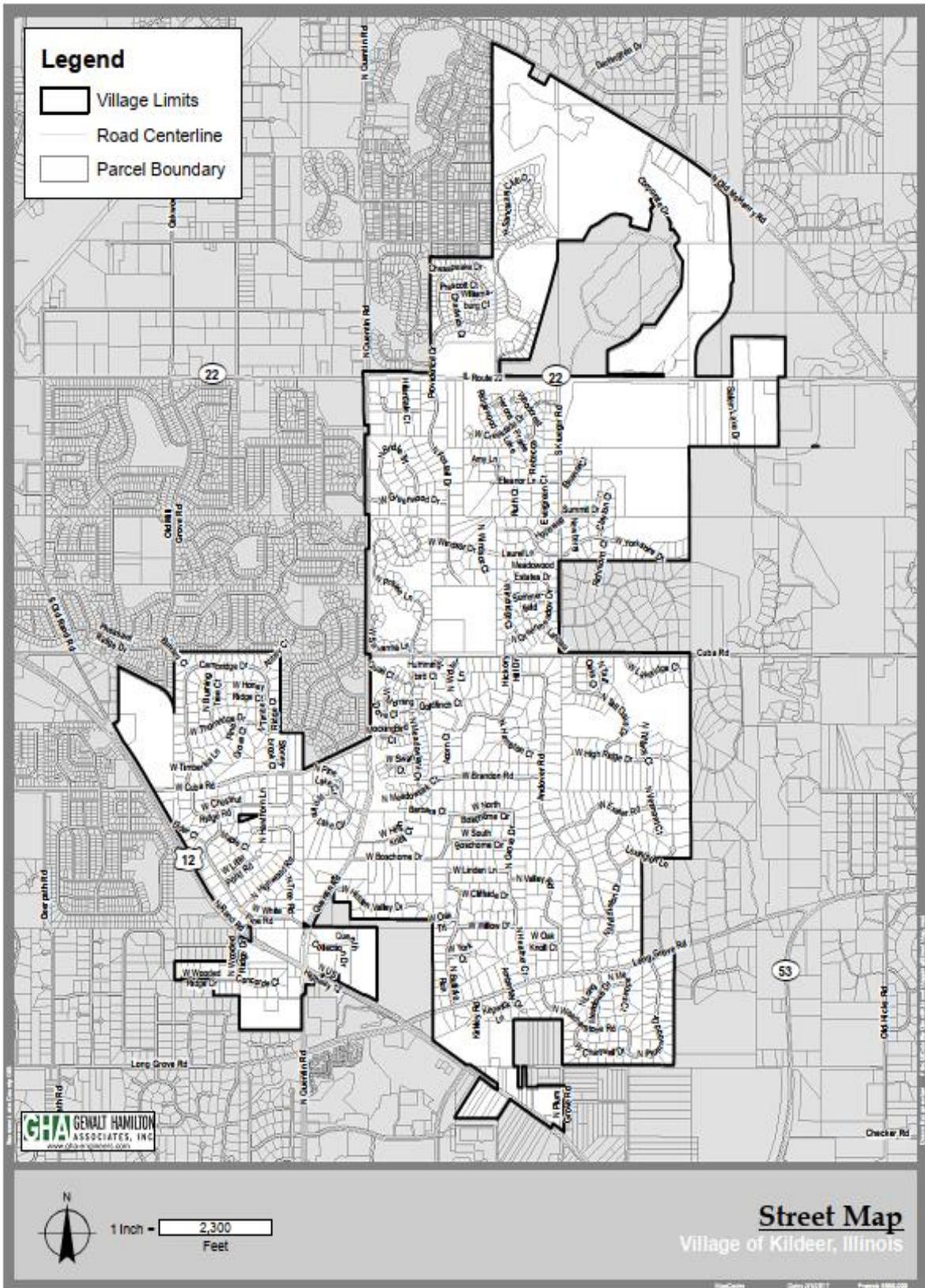


REQUEST FOR PROPOSALS

*Snowplowing and Road Salting Services on Village of Kildeer Streets and Village Hall Parking  
Lots*

*Fall 2020 - Spring 2021*

Exhibit A  
(Village Street Map and List of Streets)



## Street List

SUBDIVISION	STREET NAME	FROM	TO	LENGT H (feet)	
Hickory Hill	Hickory Hill	Hampton	Acorn	1,700	
	Acorn Ct.	Hampton	cul	350	
Farmington	Hickory Hill	E. Cuba	Hampton	1,050	
	Hampton Ct.	Hickory Hill	cul	700	
	Andover	Hickory Hill	Exeter	6,000	
	Andover	Exeter	Middleton	2,400	
	Brandon	Andover	stub	2,200	
	Exeter	Andover	Middleton	1,500	
	"	Middleton	cul	1,100	
	Middleton	Long Grove	Andover	1,200	
	"	Andover	Exeter	2,000	
	Lexington	Middleton	cul	1,300	
	Heather Ct.	Long Grove	cul	700	
	York Ct.	Buffalo Run	cul	550	
	Vermont Ct.	Exeter	cul	200	
Long Grove Valley	Buffalo Run	Long Grove	Willow	1,600	
	Valley Rd.	Long Grove	Grove	2,700	
	Oak Trail	Buffalo Run	cul	200	
	Buffalo Run	Willow	Linden	1,200	
	Cliffside	Buffalo Run	Grove	950	
	Linden Ln.	Buffalo Run	Grove	1,200	
	Willow	Buffalo Run	Grove	1,150	
	Grove	Valley	Willow	900	
	Boschome Farms	Grove	N.Boschome Cr.	Valley	1,300
		Boschome Dr.	Quentin	fork	2,650
S. Boschome Cr.		Boschome Dr.	Grove	1,200	
N. Boschome Cr.		Boschome Dr.	Grove	1,250	
Barbara Ct.		N. Boschome Dr.	cul	250	
Pine Valley	White Pine Rd.	Quentin	Little Pond	2,300	
	White Pine Rd.	Little Pond	Chestnut Ridge	1,400	

	Chestnut Ridge	Cuba Rd. W	Cuba Rd. E	2,850
	Hawthorn Ln.	Chestnut Ridge	Highwood	400
	Tree Rd.	White Pine	Highwood	2,750
	Highwood	White Pine	cul	2,000
	Little Pond	White Pine	cul	950
	Elder Ct.	White Pine	cul	300
	Maple Ct.	White Pine	cul	250
Pine Lake Hills	Pine Lake Cr.	Quentin	around	2,350
	Pine Lake Ct.	Pine Lake Cr.	cul	550
Groves	Hilandale	Rt. 22	Hilandale Ct.	600
	Hilandale Ct.	Hilandale	cul	1,000
	Hilandale	Ct	stub	250
Fawn Meadows	Ruth Ct.	Eleanor Lane	cul	200
	Rebecca Ct.	Eleanor Lane	cul	200
Meadows	Middleton	Long Grove Rd.	fork	400
	Meadows Ct.	Middleton	cul	800
	Long Meadows Dr.	Middleton	Weatherstone	800
Prestonfield	Weatherstone	Long Grove	Chartwell	1,500
	Weatherstone	Chartwell	Plumwood	1,200
	Chartwell	Weatherstone	Plumwood	1,850
	Amberley	Long Grove	cul	1,100
	Kepwick	Amberley	cul	400
	Kirkley	Long Grove	stub	550
Meadowridgel	W. Yorkshire	S. Krueger	cul	1,500
	Laurel Ln.	Yorkshire	cul	900
	Hopewell Ct.	Yorkshire	cul	350
Meadowridgell	E. Yorkshire	S. Krueger	stub	3,000
	Newberry Ct.	Yorkshire	cul	350
	Clayton Ct.	Yorkshire	cul	200
	Richmond Ct.	Yorkshire	cul	250
Kildeer Glen	Plumwood Dr.	Long Grove	Chartwell	2,100
Oak Knoll	Oak Knoll Ct.	Valley	cul	250
Hidden Valley	Hidden Valley Dr.	Quentin	cul	1,800
Bishops Ridge	Cambridge Dr.	W. Cuba	unitII/lot 22	3,200
	Barkley Ct.	Cambridge	cul	100

	Timberlea Ct.	Cambridge	cul	400
	Thornridge Dr.	Cambridge	unitll/lot41	1,650
	Burning Tree Ct.	Thornridge	cul	650
Bishops Ridgell	Cambridge Dr.	unitl/lot22	TimberRidge	1,600
	Abbey Ct.	Cambridge	cul	150
	Honey Ridge Ct.	Cambridge	cul	600
	Timber Ridge Ct.	Cambridge	cul	300
	Thornridge	unitll/lot 31	Cambridge	250
	Pine Grove Ct.	Thornridge	cul	300
Bishops Ridge Drainage -Phase 1		transf		
Bishops Ridge Drainage -Phase 2				
	Stoneybrook Ct.	W. Cuba	cul	200
Foxborough Est.	Greenwood	Quentin	Foxtail Dr.	1,800
	Bridle Trail	Greenwood	Greenwood	2,500
	Foxtail Dr.	unit2A/lot48	S. stub	1,750
Foxborough Est/2	Foxtail Dr.	Rt.22	unit1/lot13	1,200
FoxboroughEst/3	Foxtail	Lot 8	Lot 69	1,400
	WindsorDr/Ct	Foxtail	cul	1,050
Concorde	Concorde Ct.	Wooded Ridge	cul	840
Beacon Hill	Providence Dr.	Rt.22	lot 13	1,525
	Providence Dr.	lot 28	remain/lot 27-47	2,725
	Chadwick Ct.	Providence	cul	200
	Williamsburg Ct.	Providence	cul	425
	Prescott Ct.	Providence	cul	560
	Chesapeake	Providence	lot 13	1,200
Misc.	S. Krueger Rd.	Rt.22	Beaver Creek	2,650
	Eleanor Lane	S. Krueger	stub	1,400
	West Cuba Rd.	Quentin	Rt. 12	5,720
	East Cuba Rd.	Quentin	VoLG	4,000
	Wooded Ridge	Rand/Rt. 12	stub	2,400
	Long Grove	Rand/Rt. 12	VOK limit	5,280
Herons Crossing	Creekside	S. krueger	cul	2,200
	Ridgewood Ln	Creekside	cul	650
	Prairie Lake	Creekside	cul	200
	Herons Ct	Creekside	cul	225

	N. Woodcrest Ln.	Creekside	cul	450
	S. Woodcrest Ln.	Creekside	cul	780
The Ponds	Meadowlark	E. Cuba	cul	3,040
	Hummingbird	Meadowlark	cul	190
	Quail	Meadowlark	cul	360
	Goldfinch	Meadowlark	cul	245
	Morningdove	Meadowlark	cul	730
	Mockingbird	Meadowlark	cul	650
	Swan	Meadowlark	cul	665
Sunset Rdg	Amy Ln	Eleanor	cul	790
Stirling Manor	Eleanor Ct.	S. Krueger	cul	675
Tall Oaks	Tall Oaks Dr.	E. Cuba	Highridge	2,800
	Tall Oaks Ct.	Tall Oaks Dr.	cul	450
	High Ridge Ct.	cul	cul	1,900
	Tiffany Ct.	Highridge	cul	365
	Lakeridge Ct.	E. Cuba	cul	1,370
Teiche Woods	Wolter Ln.	E. Cuba	cul	765
Prairie Creek	Prairie Creek Ln	E. Cuba	cul	4,390
	Prairie Creek Ct. PC Ln.		cul	120
	Savanna Ln.	PC Ln.	cul	1,395
Enclave	Summit Dr	S. Krueger	cul	1,088
Meadowood	Meadowood Est Dr	S. Krueger	Greenmeadow	250
	Meadowood Est Dr	Greenmeadow NW	cul	946
	Meadowood Est Dr	GreenmeadowSW	cul	1,521
	Summerfield	GreenmeadowSW	cul	288
	Landau Ct	Greenmeadow	cul	117
	Windridge Ct.	GreenmeadowSW	cul	713
Evergreene Pt	Evergreen Ct	Eleanor	cul	410
Other	Quentin Rd Bike Path			
Sanctuary Club- S	Sanctuary Club Dr			2,582





Exhibit C  
(Schedule of Prices Provided by Contractor)



Exhibit D  
(Insurance Coverage)

**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, 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 Village, 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 Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, 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 Village, 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 Village, 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 Village. 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 Village, 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 Village's if the Village is borrowing, leasing or in day to day control of contractor's employee.

**C. All Coverages**

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, agents, employees and volunteers as additional insureds (Exhibit 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.



**ACCEPTANCE**

**Snowplowing and Road Salting Services on Village of Kildeer Streets and Village Hall Parking Lot**

**Fall 2020 - Spring 2021**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Bannockburn ("Village") this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

This Acceptance, together with the Contract/Proposal 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/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Village without further notice of objection and shall be of no effect nor in any circumstances binding upon Village unless accepted by Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

**VILLAGE OF KILDEER**

By: \_\_\_\_\_  
Michael S. Talbett,  
Chief Village Officer