



City of Wheaton, Illinois

City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187-0727
630-260-2000
www.wheaton.il.us

WHEATON CITY HALL STANDBY GENERATOR REPLACEMENT

Request for Proposal Amendment #1

The following changes / clarifications / additions have been added to the Request for Proposal project specifications and plans:

- 1. CLARIFICATION:** The City of Wheaton has issued a revision to the insurance terms. See attached Amendment #1 - Contract Addendum 1 and revised sample Certificate of Insurance with coverage limits.

Attachments: Amendment #1 Contract Addendum and Certificate of Insurance
Contacts for this proposal: procurement@wheaton.il.us

AMENDMENT #1 Wheaton City Hall Standby Generator Replacement

- Contract Addendum 1

Special Provisions for: Insurance Coverage for Contractual Services

The Contractor and each of its agents, subcontractors, and consultants hired to perform the Work, shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Contractor and where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** and each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** policy limit. The workers' compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
- **Commercial General Liability Insurance** protecting the Contractor against any and all liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence bodily injury/property damage combined single limit and **ONE MILLION DOLLARS (\$1,000,000)** aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis. Completed Operations coverage shall continue for a period of two years after completion of the project. XCU coverage shall be included.
- **Commercial Automobile Liability Insurance** covering the Contractor's owned, non-owned, and hired vehicles which protects the Contractor against automobile liability claims whether on or off of the city's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Umbrella or Excess Liability Insurance** coverage of not less than **ONE MILLION (\$1,000,000)** per occurrence.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Contractor for any claims of negligence against Contractor or its agents, employees, subcontractors or consultants. Prior to commencement of any work under this Agreement, Contractor shall file with the City the required original certificates of insurance with endorsements, including those of subcontractors, which shall clearly state all of the following:

- A. The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts; and
- B. That the City of Wheaton (including its agents, elected officials, officers and employees) is named as an additional insured under all coverage, except Workers' Compensation, and that all such coverage shall

be primary and non-contributory for the City, its agents, elected officials, officers, and employees. A waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), on all coverages shall be provided; and

- C. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and
- D. Contractor's insurance is primary with respects to any other valid or collectible insurance City may possess, including any self-insured retention that City may have; and
- E. Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City; and

In addition to all of the insurance requirements identified above and contained on the certificates of insurance, all policies of insurance coverage under this section shall also be subject to the following requirements.

- F. All insurance carriers providing coverage under this Agreement shall be authorized to do business in the State of Illinois and shall be rated at least A:VI in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City.
- G. The City of Wheaton shall have the right to reject the insurer/insurance of the contractor or any subcontractor; and
- H. Occurrence policies are preferred. The city may accept claims made policies for Professional Liability or Pollution/Environmental Liability on a case by case basis providing the contractor purchases a claims made policy for four (4) years past the contract completion date.
- I. The City will consider deductible amounts as part of its review of the financial stability of the bidder; and
- J. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents; and
- K. The City may require increases in Contractor's insurance coverage amounts over the course of this Agreement as it deems necessary so long as it reimburses Contractor for the actual increase in Contractor's insurance premiums attributable to the City's requested increase; and
- L. Insurance coverage required by this contract shall be in force throughout the Contract Term and upon written request by the City, the Contractor shall, within 7 days, provide to the City acceptable evidence of current insurance. Should the Contractor fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor; and
- M. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it; and
- N. All existing structures, utilities, roads, services, trees, shrubbery and landscaping shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract.

END OF SPECIAL PROVISIONS FOR INSURANCE COVERAGE FOR CONTRACTUAL SERVICES



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). A waiver of subrogation is required.

PRODUCER	CONTACT	
	NAME: PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERS

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	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE	<input type="checkbox"/>	OCCUR				MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	POLICY	<input type="checkbox"/>	PRO- JECT	<input type="checkbox"/>	LOC		BODILY INJURY (Per person)	\$
	ANY AUTO						BODILY INJURY (Per accident)	\$
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS	<input type="checkbox"/>						\$
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 2,000,000
DED	<input type="checkbox"/>	RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	N / A				WC STATU- TORY LIMITS	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	Professional Liability and Errors and Omissions: Owners/Contractors Protection XCU Coverage Included with General Liability Pollution/Environmental Liability						E.L. DISEASE - POLICY LIMIT	\$ 500,000
								\$ 1,000,000
								\$ 5,000,000

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

Bid/Project Name or Contract Name and #

Contractor

Contact

Address

Phone #, Email Address, Fax #

-The City of Wheaton is an additional insured on a primary and non-contributory basis on all insurance policies with respect to Liability.

- Endorsements and a Waiver of Subrogation shall be provided for all policies with each updated certificate.

- Contractors: It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements.

CERTIFICATE HOLDER

CANCELLATION

City of Wheaton
303 West Wesley Street
PO Box 727
Wheaton, IL 60187-0727

Attn: Procurement Officer
(fax) 630-260-2017

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