

CONTRACT FOR SNOW & ICE CONTROL SERVICES

SECTION 1

GENERAL CONDITIONS

THIS CONTRACT, made this 3rd day of September, 2015, by and between the VILLAGE of Grayslake, hereinafter called the "VILLAGE", an Illinois Municipal Corporation and TGF ENTERPRISES INC., hereinafter called the "CONTRACTOR."

WITNESSETH:

1.01 CONTRACT SECTIONS: This Contract contains seven (7) sections, which are integral parts of this Contract. The sections are:

- Section 1: General Conditions
- Section 2: Description of Work
- Section 3: Equipment & Personnel
- Section 4: Commencement Procedures
- Section 5: Operating Procedures
- Section 6: Measuring of Snow
- Section 7: Compensation

1.02 TERM: The term of this Contract commences on October 15, 2015, and will terminate on June 15, 2018, unless otherwise previously terminated under the provisions of this Contract.

1.03 LABOR AND COSTS: The CONTRACTOR shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor, equipment, materials, supplies and the like, with the exception of de-icing materials, to perform the Work, as defined in Section 2 and as described in this Contract. The VILLAGE shall provide all de-icing materials used in accordance

with this Contract. De-icing materials shall include any and all road salt and chemicals applied to VILLAGE streets, sidewalks, parking lots and other permanent surfaces to assist in clearing snow and ice.

1.04 INSURANCE: Required Coverages. CONTRACTOR shall, prior to and at all times while providing, performing, or completing the Work, procure, maintain, and keep in force, at CONTRACTOR'S expense, all insurance necessary to protect and save harmless VILLAGE, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified below.

CONTRACTOR shall provide certificates of insurance and policies evidencing the minimum insurance coverages and limits set forth below to the VILLAGE. Such policies shall be in form and from companies acceptable and satisfactory to the VILLAGE to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work, as defined in the contract, until final acceptance and payment by the VILLAGE. A copy of the certificate of insurance shall name the VILLAGE as additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the VILLAGE as additional insured.

- a) Minimum Coverages. CONTRACTOR shall, prior to and at all times while providing, performing, or completing the Work, procure, maintain, and keep in force, at CONTRACTOR expense, at least the following minimum insurance coverages:
 - i. Workmen's Compensation: The CONTRACTOR is required to carry, with a company authorized under the laws of the State of Illinois, a policy for protection against liability under the Workmen's Compensation and the Occupational Disease Statutes of the State of Illinois.

ii. Comprehensive Motor Vehicle Liability Insurance: The CONTRACTOR shall carry a policy under a comprehensive form to insure the entire automobile liability for this operation with limits of not less than \$1,000,000.00 each accident for bodily injury and not less than \$1,000,000.00 each accident for property damage liability.

iii. Comprehensive General Liability: The CONTRACTOR shall carry a comprehensive general umbrella liability policy for all operations with limits of not less than \$2,000,000.00 each accident for bodily injury liability and not less than \$2,000,000.00 each accident for property damage liability.

All such insurance must include an endorsement whereby the insurer agrees to notify the VILLAGE at least 30 days prior to non-renewal, reduction, or cancellation of any policy. The CONTRACTOR shall cease all work if the insurance is cancelled or reduced below the required amount of coverage.

b) Additional Coverages. The insurance coverages and limits required above 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 as required above or on CONTRACTOR liability for losses and damages under this Contract. CONTRACTOR shall at all times carry such additional coverages and limits as may be necessary to fully comply with this Contract.

c) Subcontractor Insurance. Unless otherwise provided in the Special Provisions of Contract or unless otherwise approved by VILLAGE, CONTRACTOR shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those required of CONTRACTOR by this Article.

1.05 BLANK:

1.06 ASSIGNMENTS: The CONTRACTOR agrees that neither this Contract nor any part thereof may be sublet or assigned without the written permission of the VILLAGE. Neither the subletting nor assigning of this Contract, or any part thereof, will relieve the CONTRACTOR of any of its liabilities under the terms of the Contract.

1.07 RELATIONSHIP OF THE PARTIES: CONTRACTOR, and its Subcontractors and Suppliers, shall act as independent CONTRACTORS in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of the VILLAGE or CONTRACTOR shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between the VILLAGE and CONTRACTOR, or (2) to create any relationship between the VILLAGE and any Subcontractor or Supplier of CONTRACTOR. The rights of the VILLAGE under this Contract in the control of the quality and completeness of the Work shall not make CONTRACTOR, or any Subcontractor or Supplier of CONTRACTOR, an agent of the VILLAGE, and the liability of CONTRACTOR, and of all Subcontractors and Suppliers of CONTRACTOR, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by CONTRACTOR, or any Subcontractor or Supplier of CONTRACTOR, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

1.08 FAILURE TO PERFORM; REMEDIES: If it should appear at any time during the term of this Contract 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"), then the VILLAGE shall have the right, at its election and without prejudice to any other remedies provided by law or equity or under this Contract, to pursue any one or more of the following remedies:

- a) The VILLAGE may require CONTRACTOR, within such reasonable time as may be fixed by the 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) The VILLAGE may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph A above and withhold or recover from CONTRACTOR reimbursement to the VILLAGE for all of its costs and expenses, including attorneys' fees and administrative costs.
- c) The VILLAGE may eliminate VILLAGE route(s) designated to the CONTRACTOR under this Contract due to unsatisfactory performance by the CONTRACTOR.
- d) The VILLAGE may terminate this Contract.
- e) The VILLAGE may recover from CONTRACTOR, any and all costs, including attorneys' fees and administrative expenses, incurred by the VILLAGE as the result of any Event of Default or as a result of actions taken by the VILLAGE in response to any Event of Default, in accordance with the provisions of Section 7.05 of this Contract.
- f) The VILLAGE may recover any damages suffered by the VILLAGE.

Each of the rights and remedies reserved to the VILLAGE in this Contract shall be cumulative and in addition to any other or further remedies provided in law or equity or in this Contract.

1.09 TERMINATION FOR CAUSE: In addition to its termination rights under Section 1.08 of this Contract, the VILLAGE reserves the right to terminate this Contract for Cause at any time during the term of the Contract, upon thirty (30) days written notice to the CONTRACTOR. Termination for Cause shall be defined as any of the following:

- i. Violation of this Contract including, but not limited to not providing the required number and type of equipment, not providing equipment that meets the minimum requirements of the Contract, not timely repairing equipment deficiencies as required by this Contract, not providing operators that meet the requirements of this Contract, not meeting the 1 hour response time to report, not adhering to the requirements in section 5.03 – Communication and not adhering to or satisfying the requirements in section 5.01 – General Operating Procedures.
- ii. Causing excessive damage to public and private property.
- iii. Not timely completing the Work in accordance with this Contract.
- iv. Failure to provide adequate insurance as required by this Contract.

1.10 COMPLIANCE WITH LAWS AND REGULATIONS: 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 prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, CONTRACTOR shall have a written

sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

1.11 PERMIT AND LICENSES: The CONTRACTOR, at its sole cost and expense, shall maintain throughout the term of this Contract, all permits, licenses and approvals necessary or required for the CONTRACTOR to perform the Work and services described herein.

1.12 INDEMNIFICATION: CONTRACTOR shall indemnify, save harmless, and defend the VILLAGE, and the Additional Insureds against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with CONTRACTOR'S, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of CONTRACTOR, except to the extent caused by the sole negligence of the VILLAGE, or the Additional Insureds, as the case may be, including, without limitation lawsuits, claims, demands, liabilities, losses, and expenses for or on account of:

- a) Any delays or interference or damage to other CONTRACTORS; and
- b) Labor, equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or CONTRACTOR'S failure to remove or discharge same; and
- c) CONTRACTOR'S failure to obtain any required permits, licenses, approvals, or authorizations; and
- d) Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and
- e) Any act or omission of CONTRACTOR or any of its Subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any Laws or to pay any taxes, contributions, or premiums; and

- f) Infringement, alleged infringement, or use of patent rights in connection with the Work and the use by the VILLAGE of any equipment, materials, supplies, processes, or inventions furnished under this Contract.

The indemnification obligations of CONTRACTOR shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts.

1.13 TIME IS OF THE ESSENCE: The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. CONTRACTOR shall be solely responsible for completing the Work in a timely fashion. CONTRACTOR shall promptly, continuously, diligently, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Contract and to the ends that, and at a rate that assures, all Work, and all component parts of the Work will be completed in full compliance with, and as required by or pursuant to, this Contract within the Contract Time. CONTRACTOR shall cooperate with the VILLAGE to assure maximum coordination and efficiency in the progress of the Work.

1.14 PENALTIES: 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, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. CONTRACTOR may contest any such fines or penalties in administrative or court proceedings; provided, however, that CONTRACTOR shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. CONTRACTOR shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

1.15 TRAINING: At the VILLAGE'S discretion, the CONTRACTOR shall make their operators available, on dates to be announced by the VILLAGE, to familiarize themselves with the routes, loading equipment and VILLAGE'S procedures as described in this Contract.

1.16 AMENDMENTS & MODIFICATIONS: No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by all parties to the Contract in accordance with applicable law.

1.17 AUTHORITY TO EXECUTE: Each party hereby warrants and represents to the other party that the persons executing this Contract have been properly authorized to do so by the corporate authorities of such parties.

1.18 ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties and supersedes any and all prior agreement and negotiations between the parties, whether written or oral, relating to the subject matter of this agreement.

SECTION 2

DESCRIPTION OF WORK

2.01 WORK: The Work is officially known as "Snow and Ice Control Services". The Work is further described as furnishing equipment, consisting of trucks equipped with plow, spreader, liquid dispensing equipment and operators, to remove snow and ice from designated streets in the VILLAGE of Grayslake in accordance with this Contract. The CONTRACTOR will complete this Work by plowing and applying de-icing materials to VILLAGE streets as directed by the VILLAGE and operating the equipment in accordance with section 5.02 of this Contract.

2.02 CONTRACTOR DUTIES: The CONTRACTOR agrees to:

- a) Maintain 1 (one) VILLAGE routes as designated by the VILLAGE that include streets and cul-de-sacs during all snow events in accordance with all sections of this Contract.
- b) Provide 1 (one) trucks/operators upon callout from the VILLAGE; hereinafter called "Primary Equipment".
- c) Complete paperwork as required in section 5.04 of this Contract.
- d) Accomplish Work in conformance with this Contract.
- e) Comply with all sections of this Contract.

SECTION 3

EQUIPMENT & PERSONNEL

3.01 EQUIPMENT:

The CONTRACTOR shall provide:

- a) Trucks equipped with the entire equipment set as described in this section 3.01.
- b) 1 (one) – Trucks with a minimum Gross Combination Weight Rating (GCWR) of at least 26,000, the ability to carry 2.5 tons of salt, salt spreader, 10 foot plow and a truck-mounted liquid dispensing system capable of completing the Work as described in this Contract.
- c) Trucks may be equipped with a hopper as an alternative to a dump box. The distance from the top of hopper to the ground shall not exceed 8 feet 6 inches.
- d) Spreaders shall be capable of being calibrated for rate of salt application and adjusted from inside the cab of the truck.
- e) Plows shall be hydraulically operated from inside the cab to include changing direction of plow,
- f) Trucks with a functional trip mechanism (odometer).
- g) Trucks shall be equipped with a truck mounted liquid dispensing system with a minimum 75 gallon tank capacity and the capability to be adjusted for the rate of application from inside the cab.
- h) The vehicle shall be clear of excessive hydraulic leaks. CONTRACTOR shall be responsible for the clean up of such fluids and all associated expenses.
- i) All fluids and fuel for equipment excluding de-icing materials.
- j) Equipment MUST be in good working order and in general good repair, and work effectively to complete the Work. If the equipment is not in good working order, as determined by the VILLAGE, the CONTRACTOR shall work to correct the deficiency to the satisfaction of the VILLAGE within twenty-four (24) hours. Failure shall result in a violation of this Contract.

3.02 PERSONNEL: The CONTRACTOR shall provide:

- a) Operators sufficiently familiar with the equipment to efficiently clear spreader stoppages, effectively adjust spreading rates, change plow blades and effect minor repairs, when necessary.
- b) Operators fully licensed as required by all Federal and State Laws.
- c) Operators with the ability to meet a 1 hour response time to report to the Public Works Maintenance facility (585 Berry Avenue) after the VILLAGE calls out the CONTRACTOR.
- d) Operators sufficiently familiar with their assigned route. In Exhibit A, the CONTRACTOR shall assign a primary driver to each route who is expected to remain in that route for the entire year. The CONTRACTOR shall also designate a substitute driver who may replace the primary driver on occasion. The VILLAGE must be notified of any change in operators prior to an event.
- e) Operators that have fulfilled the training requirement as described in section 1.15 of this Contract.

3.03 QUALIFICATION OF EQUIPMENT & OPERATOR:

- a) Equipment: The CONTRACTOR shall provide the VILLAGE with a description the Primary Equipment for each route, which shall include year, make, and model of each vehicle, plow size and spreader type in Exhibit A. The CONTRACTOR may substitute trucks and equipment, provided they meet the required specifications as stated in this Contract and only when specifically approved by the VILLAGE. The CONTRACTOR is responsible for all cost of operations, including all repairs to CONTRACTOR'S equipment.
- b) Operator: The CONTRACTOR shall provide the VILLAGE with identification of each operator and back-up operator for each route, which shall include operator's name,

address, CDL identification number, class, restriction, expiration date and years of experience.

3.04 EQUIPMENT & FACILITY INSPECTIONS: An inspection by the VILLAGE of the equipment and facilities may be required at the operational headquarters or satellite facility of the CONTRACTOR upon twenty-four (24) hours notice. The VILLAGE shall have the ability to inspect all equipment at any time between October 15 and April 15. At any time the VILLAGE may require the CONTRACTOR to repair, or adjust the equipment so that it meets the specifications of this Contract.

3.05 BREAKDOWNS: The CONTRACTOR shall notify the VILLAGE as soon as a malfunction occurs. If the malfunction cannot be corrected or back-up equipment is not brought in to finish the Work within 1 hour of the malfunction, penalties may be imposed in accordance with section 7.05. During an event, if a breakdown occurs, the CONTRACTOR may substitute the primary vehicle with a vehicle of at least a 12,000 Gross Combination Weight Rating (GCWR), with the ability to carry 1 ton of salt and a 9 foot plow for an additional one (1) hour while the CONTRACTOR works to repair the primary vehicle(s).

COMMENCEMENT PROCEDURES

4.01 24-HOUR TELEPHONE: The CONTRACTOR shall furnish the name and telephone number of at least two persons to be contacted for callouts prior to execution of this Contract. The VILLAGE will use these numbers to notify the CONTRACTOR at the time of a callout. It is expected the CONTRACTOR will answer or immediately return (within 15 minutes) all phone calls from the VILLAGE to these phone numbers. The callout begins at the time the original call was placed by the VILLAGE to the CONTRACTOR.

4.02 COMMENCEMENT NOTICE: The CONTRACTOR shall be notified by the Grayslake Public Works Department service of all Callouts to which the CONTRACTOR is required to report, when it is determined by the VILLAGE that conditions warrant Snow and Ice Control Services.

4.03 COMMENCEMENT PROCEDURES: The CONTRACTOR'S operators and equipment shall:

- a) Report to the Grayslake Public Works Maintenance facility with prequalified equipment in the time shown:

| | |
|-----------|--------------------------|
| Primary - | 1 hour |
| Back-up- | 1 hour (after breakdown) |

- b) Fill out VILLAGE shift report before leaving the maintenance yard.
c) Load truck with de-icing materials (unless trucks have been pre-loaded).
d) Travel to the assigned route and begin operations.

If the CONTRACTOR believes he will not meet the required response time, he shall immediately call the VILLAGE to discuss any reason for the delay and to provide an estimated arrival time. The VILLAGE may grant up to a fifteen minute grace period based on this conversation and other available information.

4.04 NOTICE: The VILLAGE acknowledges that from time to time it may take longer than 1 hour to report to the Grayslake Public Works Maintenance facility due to excessive traffic congestion, road closures or other traffic-related emergencies and as a result, the VILLAGE will attempt to contact the CONTRACTOR in advance of a callout to put the CONTRACTOR on notice. The notice is an attempt to communicate the approximate call out time and approximate start of snow and ice control operations.

SECTION 5

OPERATING PROCEDURES

5.01 GENERAL OPERATING PROCEDURES:

- a) Snowplowing and de-icing speeds are: **25 MPH MAXIMUM!**
- b) All vehicles shall remain in the assigned snow route. Vehicles shall not leave the assigned route for any reason without the approval of the VILLAGE. Upon approval of the VILLAGE, the CONTRACTOR'S drivers may leave their assigned route to fill the vehicle with fuel, take a quick break or to eat.
- c) Vehicles **MUST** remain in the corporate limits of the VILLAGE of Grayslake at all times during snow plow operations.
- d) The CONTRACTOR shall report ALL damage to public or private property (mailboxes, parkways, etc.) to the VILLAGE at the end of each snow event.
- e) Driving into or backing in a residential driveway is strictly prohibited.
- f) The CONTRACTOR shall report vehicles parked on streets to the VILLAGE representative.
- g) Assigned trucks shall perform Snow and Ice Control Services **ONLY** for the VILLAGE until released in accordance with section 5.05.
- h) The VILLAGE shall determine the application rate for all de-icing materials. The VILLAGE shall set the application rates at the beginning of the event and may make adjustments at any point during an event. The CONTRACTOR shall not modify the application rate of any de-icing materials without specific authorization from the VILLAGE.
- i) All employees, agents, representatives, Subcontractors or other person or entity acting on behalf of the CONTRACTOR shall not exhibit inappropriate behavior towards other Operators, VILLAGE employees, other drivers, or residents while engaged in snow plow

operations for the VILLAGE. Inappropriate behavior shall include, but is not limited to cursing, swearing, making threats, speeding, and reckless driving. The VILLAGE reserves the right to prohibit operators who exhibit this type of behavior.

5.02 PERFORMANCE: It is required that routes be cleared to the satisfaction of the VILLAGE prior to the CONTRACTOR'S release. Pavement in the routes will be clear of snow and ice, corners tucked, and the curbs exposed. It is expected that Snow and Ice Control Service be performed in the following stages:

STAGE 1: Keep streets open – all streets and cul-de-sacs receive one initial pass on both sides of each street

STAGE 2: Continue additional passes in route until snow stops falling

STAGE 3: Continue operation until pavement to wet

STAGE 4: Continue operation until streets and cul-de-sacs are cleared curb to curb as well as possible without damaging vehicles due to obstructions such as overhanging tree limbs. Apply de-icing material as directed by the VILLAGE.

STAGE 5: Report apparent completion of route to VILLAGE representative

STAGE 6: Released by VILLAGE representative after the work is complete and approved.

5.03 COMMUNICATION: The VILLAGE shall have the capabilities to directly communicate by cell phone, or two-way Nextel, with all of the CONTRACTORS operators:

- a) Upon callout by the VILLAGE.
- b) Upon arrival at the Public Works Maintenance Yard.
- c) When all vehicles have departed from the Public Works Maintenance Yard after loading with de-icing materials and completing required reports.
- d) At anytime throughout an event.
- e) 15 to 30 minutes before apparent completion of the operator's route. The CONTRACTOR'S operators shall call the VILLAGE'S representative 15 to 30 minutes before the apparent completion of the route to schedule on inspection of the route.

- f) Upon observing any unusual occurrence.

The CONTRACTOR'S operators shall monitor the Nextel Phone or other cell phone at all times for messages from the VILLAGE representative. The VILLAGE shall have the capabilities to directly communicate by Nextel Phone or other cell phone at all times with the CONTRACTOR. The costs for the CONTRACTOR'S Communication system are incidental to the contract price.

5.04 REPORTS: The CONTRACTOR'S operators shall complete the shift report (See Exhibit B) prior to the commencement of snow plow operations, and at the end of each shift. These shift reports shall be approved by the VILLAGE'S representative prior to release. The CONTRACTOR'S operator(s) shall sign each report before the operator is released. A shift report is required for each set of equipment for each shift worked.

5.05 RELEASE: The CONTRACTOR'S operators and equipment are released:

- a)
 - i. After all unused salt and liquid de-icing material is returned to the VILLAGE stockpile;
 - or
 - ii. After the CONTRACTOR has had their vehicle(s) fully loaded with salt and de-icing material by the VILLAGE, or preloading for the subsequent event; and,
- b) After the VILLAGE representative has obtained a completed copy of shift report(s) signed by the operator; and,
- c) After the Work is completed and the VILLAGE representative has agreed that the Work has been completed to the VILLAGE'S satisfaction; and,
- d) When so directed by the VILLAGE representative.

SECTION 6

MEASURING OF SNOW ACCUMULATION

6.01 MEASURING SNOW ACCUMULATION: The VILLAGE will obtain the services of a third party firm who will measure accumulation of snow within the corporate boundaries of the VILLAGE of Grayslake. The VILLAGE will designate the measurement location(s) and firm(s) providing the service. The third party, at a minimum, will:

- Measure and report inches of snow accumulation from the designated location using generally acceptable practices within the industry.
- Provide a report of snow accumulation every seven days from October 15 to May 15 of each year during the term of the Contract.
- The VILLAGE will forward snow accumulation to the CONTRACTOR after each callout.
- This weather data will be the official data used to count snow accumulation for the purpose of determining seasonal snow inch data.

6.02 COUNTING SNOW ACCUMULATION: The official snow accumulation will be measured and rounded to the nearest tenth of an inch. In the event that the CONTRACTOR is called out by the VILLAGE as referenced in Section 4.02 of this contract, there will be a minimum count of one-fourth of an inch for that event.

SECTION 7

COMPENSATION

7.01 COMPENSATION: The annual cost for the CONTRACTOR'S performance of the Work as described in this Contract shall be **\$30,966.25**, hereinafter called the "Base Contract Price". The Base Contract Price includes performance of the snow and ice control services for all routes as defined in the Contract for an annual snow accumulation (as defined in Section 6 of this Contract) of between 20" and 45" of snow.

7.02 ADJUSTMENT TO COMPENSATION – INCH TOTALS: For any year in which the annual snow accumulation (as defined in Section 6 of this Contract) is below 20" of snow, the Base Contract Price due to the CONTRACTOR for that year will be reduced by 10%.

For any year in which the annual snow accumulation (as defined in Section 6 of this Contract) is above 45", CONTRACTOR will be entitled to the Base Contract Price plus an hourly rate of **\$155.00** per truck for each hour of Work that the CONTRACTOR performs under this Contract after the 45" mark is reached. If the 45" mark is reached during an event in accumulation, the hourly rate would begin at the time the seasonal inch total for Grayslake reached 45", as prorated by inch per hour of the event.

7.03 ANNUAL COMPENSATION ADJUSTMENT: The Base Contract Price will increase by 3.0% or the Chicagoland Consumer Price Index, as defined by the United States Bureau of Labor Statistics, whichever is less, each year over the previous year's Base Contract Price, beginning with the commencement of the second term on October 15, 2016.

7.04 BLANK

7.05 CONTRACTUAL DEDUCTIONS: The VILLAGE reserves the right to make deductions from the Base Contract Price for the CONTRACTOR'S failure to perform and complete the Work in accordance with this Contract as follows:

- a) Each driver/operator who fails to respond to a callout as described in section 4.03 will result in a deduction of \$1,050 per driver/operator.
- b) Each equipment malfunction, which takes more than 1 (one) hour to correct, or more than 1 (one) hour to provide sufficient back-up as described in section 3.05 will result in a deduction of \$125.00 for every hour, beyond the original 1 (one) hour to correct or provide proper back-up as outlined in Section 3.05. The deduction shall only apply for the actual time the VILLAGE places a vehicle in a route that the breakdown occurred.
- c) Each failure to conform to Sections 3.05 and 4.03 of this Contract and not previously stated in this section will result in a deduction of \$50, per occurrence. Each day that a failure to conform continues shall be deemed a separate occurrence.

7.06 PAYMENT TERMS: During the term of this Contract and subject to any deductions pursuant to Section 1.08 and Section 7.05 of this Contract, the VILLAGE agrees to remit to the CONTRACTOR, in six equal monthly payments, the Base Contract Price as described in Section 7.01 of this Contract. The first monthly payment will be due to CONTRACTOR on or about November 15th of an individual term under this Contract, and each subsequent payment will be remitted monthly for each of the five subsequent months on or about the 15th day of the month. All payments will be remitted through U.S. Postal Service standard mail delivery, unless other arrangements are made. Payment for additional services shall be paid in sixty (60) days or less of the date of invoice.

VILLAGE OF GRAYSLAKE
CONTRACT

THIS CONTRACT is hereby executed this 3rd day of September ~~August~~ of 2015
between the VILLAGE of Grayslake, an Illinois Municipal Corporation and TGF
ENTERPRISES INC., its successors and/or assigns.

IN WITNESS WHEREOF, the said parties have executed this contract on the date above
mentioned.

Village of Grayslake

TGF Enterprises Inc.

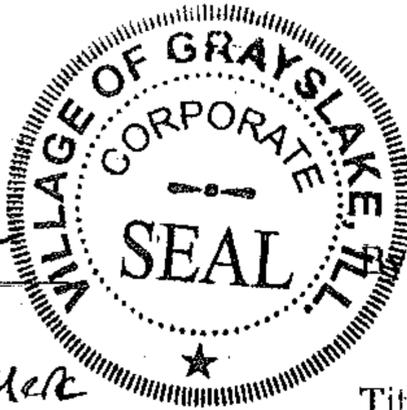
BK
By [Signature]
Michael J. Ellis

By [Signature]
Tom Flader
President

Village Manager

Attest/Witness:

By: [Signature]
Title: deputy village clerk



Title: _____

EXHIBIT A

DRIVER / OPERATOR QUALIFICATION SHEET

DATE: 8/21/15

CONTRACTOR: TBF

| | PRIMARY OPERATOR NO.1 | SUPPLEMENTAL OPERATOR NO.1 | ADDITIONAL OPERATOR |
|-------------------------------|-----------------------|----------------------------|---------------------|
| DRIVER'S NAME | Joel TELLEZ | Tom Flader | Forrest Baker |
| DRIVER'S ADDRESS | 530 North Ave Lib. | 530 North Ave Lib. | 530 North Ave Lib. |
| CDL I.D. NO. | T420-4207-3214 | F436 8277 7269 | B060-7489-4144 |
| CLASS | B | A | B |
| RESTRICTIONS | --- | --- | --- |
| EXPIRATION | 7/28/19 | 9/21/19 | 8/20/19 |
| S & I EXPERIENCE AND EMPLOYER | 8+ | 20+ | 5+ |
| LOADING EXPERIENCE | 8+ | 20+ | 5+ |

NOTE: It is highly recommended that the Additional Operator column be filled in. Village may request supplemental equipment as they determine the need.

EXHIBIT B

EQUIPMENT SET SHEET

CONTRACTOR: T&F

DATE: 8/21/15

| | Equipment Set 1 | Equipment Set 2 | Equipment Set 3 | Equipment Set 4 |
|---------------|-----------------|------------------|-----------------|-----------------|
| Truck 1 | International | Peterbilt | | |
| Load Capacity | 6 Ton | 9 Ton | | |
| Plow Width | 10' | 10' | | |
| Spreader | Under tailgate | Under tailgate | | |
| Vin Number | LATMMAHL3EH376 | 2MFAH07X34M33547 | | |

878

| | | | | |
|---------------|--|--|--|--|
| Truck 2 | | | | |
| Load Capacity | | | | |
| Plow Width | | | | |
| Spreader | | | | |
| Vin Number | | | | |

| | | | | |
|-----------------|--|--|--|--|
| Primary Oper. | | | | |
| Secondary Oper. | | | | |

Snow Plow Routes

Company _____

Route _____

Driver _____
(First) (Last)

(Circle AM or PM)

Truck Used _____

Call In Time :

| Month | Day | Time |
|-------|-----|------|
| | | AM |
| | | PM |
| | | AM |
| | | PM |
| | | AM |
| | | PM |

Starting Odometer Reading _____

Start Route Time :

Ending Odometer Reading _____

End Route Time :

Comments:

Parking Lots (start time only)

- A. 7 S. Seymour (east side) _____
- B. 6 S. Seymour (west side) _____
- C. 10 S. Seymour _____
- D. 30 S. Whitney _____
- E. 33 S. Whitney _____
- F. 45 S. Whitney _____
- G. 52 S. Whitney _____
- H. 60 N. Whitney _____
- I. 147 Hawley _____
- J. 162 Hawley _____

- Lake Street Metra**
- K. Lot A _____
- L. Lot B _____
- M. Lot C _____
- N. Lot D _____
- O. Lot E _____
- P. Washington Street Metra _____
- Q. 2 Hillside Ave. _____
- R. Downtown Alleys _____

Submitted By: _____

Approved By: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2015

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 Florists' Mutual Insurance Company/Hortica, Florists' Insurance Services Inc P O Box 428 1 Horticultural Lane Edwardsville, IL 62025 Kurt Penn | 1-800-851-7740 | CONTACT NAME: Jackie Brooks (Account# 128583) PHONE (A/C. No. Ext): 800-851-7740 x1965 E-MAIL ADDRESS: jbrooks@hortica.com | FAX (A/C. No): 866-819-9256 |
| INSURED TGF Enterprises Inc 530 North Avenue Libertyville, IL 60048 | INSURER(S) AFFORDING COVERAGE INSURER A: FLORISTS MUT INS CO | | NAIC # 13978 |
| INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER: 44927335

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 | | | BP 08830 | 09/22/15 | 09/22/16 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 2,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | FMA 006336 | 09/22/15 | 09/22/16 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | EX 08072 | 09/22/15 | 09/22/16 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | AGGREGATE | \$ 1,000,000 |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A | | | WCN 25111 | 09/22/15 | 09/22/16 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A | Pesticide/Herbicide Applicator Coverage | | | BP 08830 | 09/22/15 | 09/22/16 | Per Occurrence | 300,000 |
| | | | | | | | Aggregate | 600,000 |

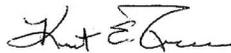
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Village of Grayslake is listed as their interest may appear per form L2031 (07/12), IL FM01 (01/12) and CA 2048 (10/13).

Re: Snow and ice maintenance for the city of Grayslake.

Note: Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Village of Grayslake 10 South Seymour Avenue Grayslake, IL 60030 USA | 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  |
|---|--|

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ACORD 25 (2010/05)

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dfant

44927335

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED - WHEN REQUIRED BY WRITTEN CONTRACT

ONGOING & COMPLETED OPERATIONS – BLANKET WAIVER OF SUBROGATION – PRIMARY & NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (optional - see Paragraph A.)

| Name Of Person(s) Or Organization(s) as required by "written contract": | Location(s) And Description of Covered Operations per the "written contract": |
|--|--|
| | |

A. ADDITIONAL INSURED - CONTRACTORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) you are required by a "written contract" to add as an additional insured on this Coverage Part.

The "written contract" requirement for additional insured status is automatically fulfilled for any additional insured shown in the Schedule above.

B. Coverage provided to such additional insured(s) is limited as follows:

1. ONGOING OPERATIONS:

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (a)** Your acts or omissions; or
- (b)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations as specified in the "written contract".

2. COMPLETED OPERATIONS:

- (a) Such person(s) or organization(s) is an additional insured with respect to liability included in the "products-completed operations hazard" for "bodily injury" or "property damage" caused, in whole or in part, by "your work" only if:
 - i. The "written contract" requires you to provide the additional insured such coverage; and
 - ii. "Your work" included in the "products-completed operations hazard" is limited to the location designated and described in the "written contract".
- (b) Such coverage for the additional insured ends at the earliest of the following:
 - i. The date specified in the "written contract"; or
 - ii. Five years from the completion of "your work" included in the "products-completed operations hazard" as designated and described in the "written contract".

3. Coverage provided to such additional insured(s) described in Paragraph A is limited as follows:

- (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) Will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for the additional insured.
- (c) Does not apply to any person(s) or organization(s) covered as an additional insured on any other endorsement attached to this Coverage Part.

C. ADDITIONAL INSURED - EXCLUSIONS

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- 1. The sole negligence of the additional insured.
- 2. The rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

D. ADDITIONAL INSURED - LIMITS

With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the "written contract"; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION IV– COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE is amended for the additional insured by the addition of the following, superseding any provision to the contrary:

If required by "written contract", this insurance is primary to and will not seek contribution from any other insurance maintained by an additional insured under your policy if the additional insured is a Named Insured under such other insurance.

F. ADDITIONAL INSURED - DUTIES:

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT are amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practical:

- 1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance.
- 2. Provide us any written documentation which triggered additional insured status or waiver of recovery rights.
- 3. Provide us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim or "suit".

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

G. ADDITIONAL INSURED – DEFINITIONS:

SECTION V – DEFINITIONS is amended for this endorsement by the addition of the following:

1. “Written contract” means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the written contract or written agreement:

(a) Is effective during the term of this Coverage Part; and

(b) Was signed by you prior to the “bodily injury”, “property damage” or “personal and advertising injury” offense applicable to this Coverage Part; and

(c) Pertains to your ongoing operations or “your work” included in the “products-completed operations hazard” for the additional insured.

2. The definition of “insured contract” is modified for the additional insured as follows:

Paragraph f. of the “insured contract” definition does not apply to “bodily injury” or “property damage” included within the “products - completed operations hazard” unless required by the “written contract”.

H. BLANKET WAIVER OF SUBROGATION

SECTION IV– COMMERCIAL GENERAL LIABILITY CONDITIONS, **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of subrogation we may have against any person(s) or organization(s) with whom you have signed a written contract or written agreement that requires such a waiver.

This waiver applies only if the written contract or written agreement is:

1. Signed by you prior to the “bodily injury”, “property damage” or “personal and advertising injury” offense applicable to this Coverage Part and;

2. Effective during the term of this Coverage Part and is an “insured contract” and;

3. Applicable to your ongoing operations or “your work” included in the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
FOR DESIGNATED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

| SCHEDULE OF PERSON(S) OR ORGANIZATION(S) | |
|--|---|
| <p>Name and Mailing Address:</p> <p>The Village of Grayslake 10 South Seymour Avenue Grayslake IL 60030</p> | <p>Number of Days' Notice Prior to Effective Date of Cancellation:</p> <p>30</p> |

Should this policy be cancelled, as a courtesy to you we agree to send by first-class mail a copy of your written notice of cancellation to the mailing address of the person(s) or organization(s) listed in the Schedule above. These scheduled entities requested such notice and their names and addresses were provided to us by you, your additional insured or your agent.

Cancellation notices for any statutorily permitted reason other than non-payment of premium will be mailed the number of days shown in the Schedule above.

Cancellation notices for non-payment of premium will be mailed at least ten days prior to the effective date of cancellation.

If notice is mailed, proof of mailing to the address shown in the Schedule above will be sufficient proof of notice. In no event will notice of cancellation be less than the

minimum number of days required by the jurisdiction to which this endorsement applies.

Our obligation to send notice to the person or organization listed in the Schedule above will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

Failure by us to mail such notice will not impose liability of any kind upon us or our agents, nor will it amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

