

CONTRACT FOR SNOW SHOVELING SERVICES

SECTION 1

GENERAL CONDITIONS

THIS CONTRACT, made this ~~11~~ 19th day of DECEMBER, 2014, by and between the VILLAGE of Grayslake, hereinafter called the "VILLAGE", an Illinois Municipal Corporation and GEOSCAPES LANDSCAPING, 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 (Blank)
- 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 November 15, 2014, and will terminate on June 15, 2016, 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 salt and chemicals applied to VILLAGE sidewalks 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 operations.

- 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 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 terminate this Contract.
- d) 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.
- e) 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 meeting the 1 hour response time to report, not adhering to the requirements in section 5.03 – Communication, not adhering to or satisfying the requirements in section 5.01 – General Operating Procedures, and not adhering to or satisfying the requirements in Exhibit A.
- 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 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.

1.16 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.

1.17 **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 Shoveling Services”. The Work is further described as furnishing of proper equipment to remove snow and ice from designated areas in the VILLAGE of Grayslake in accordance with this Contract. The CONTRACTOR will complete this Work by shoveling and applying de-icing materials to VILLAGE areas 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) Complete snow shoveling and de-icing at the locations described in the attached Exhibit A.
- b) Accomplish Work in conformance with this Contract.
- c) Comply with all sections of this Contract.

SECTION 4

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 of all Callouts to which the CONTRACTOR is required to report, when it is determined by the VILLAGE that conditions warrant Snow Shoveling Services.

4.03 NOTICE: The VILLAGE acknowledges that from time to time it may take longer to report to the Grayslake Public Works Maintenance facility 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 shoveling operations.

SECTION 5

OPERATING PROCEDURES

5.01 GENERAL OPERATING PROCEDURES:

- a) The CONTRACTOR shall report ALL damage to public or private property to the VILLAGE at the end of each snow event.
- b) All employees, agents, representatives, Subcontractors or other person or entity acting on behalf of the CONTRACTOR shall not exhibit inappropriate behavior towards VILLAGE employees, or residents while engaged in snow shoveling operations for the VILLAGE. Inappropriate behavior shall include, but is not limited to cursing, swearing and making threats. The VILLAGE reserves the right to prohibit operators who exhibit this type of behavior.

5.02 PERFORMANCE: It is required that areas be cleared to the satisfaction of the VILLAGE prior to the CONTRACTOR'S release. Pavement/sidewalks will be clear of snow and ice. It is expected that Snow Shoveling Services be performed in the following areas as described in the attached Exhibit A:

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

- a) Upon callout by the VILLAGE.
- b) Upon arrival at the Public Works Maintenance Yard.
- c) At anytime throughout an event.
- d) Upon observing any unusual occurrence.

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

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

- a) After the Work is completed and the VILLAGE representative has agreed that the Work has been completed to the VILLAGE'S satisfaction; and,
- b) 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.

SECTION 7

COMPENSATION

7.01 COMPENSATION: The annual cost for the CONTRACTOR'S performance of the Work as described in this Contract shall be **\$32,400**, hereinafter called the "Base Contract Price". The Base Contract Price includes performance of the snow shoveling services for all areas as defined in the Contract for an annual snow accumulation (as defined in Section 6 of this Contract) of 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 above 45", CONTRACTOR will be entitled to the Base Contract Price plus a base rate of **\$1,725** per complete round of snow shoveling work that the CONTRACTOR performs under this Contract after the 45" mark is reached. If snow shoveling work is not required, but only de-icing/salt application work is required, the CONTRACTOR will be entitled to the base contract price plus a base rate of **\$840** per complete round of de-icing/salt application work that the CONTRACTOR performs under this Contract after the 45" mark is reached.

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 lower, each year over the previous year's Base Contract Price, beginning with the commencement of the second term on October 15, 2015.

7.04 BLANK

7.05 PAYMENT TERMS: During the term 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 19th day of DECEMBER of 2014 between the VILLAGE of Grayslake, an Illinois Municipal Corporation and GEOSCAPES LANDSCAPING, INC., its successors and/or assigns.

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

Village of Grayslake

UBK
By [Signature]
Michael J. Ellis

Village Manager

[Signature]
Attest: Deputy Village Clerk



Geoscapes Landscaping, Inc.

By [Signature]

President

TIMING

It is expected that snow removal operations be completed in a very timely manner. It is expected that specific locations are cleared by specific times. The Village has prioritized the locations and times as follows:

Location 1 & 2 – To be completed by 5:00 a.m.

Location 3 & 4 – To be completed by 6:00 a.m.

Location 5 – To be completed by 7:00 a.m.

Location 6 through 11 – To be completed by 10:00 a.m.

Location 12 through 17 – To be completed by 1:00 p.m.

LOCATIONS

Location #1:

Washington Street Metra Area Sidewalks (not including platform)

- Sidewalks, walkways around station
- Ramp leading into building
- All stairs leading to building
- Sidewalk ramp at Washington Street entrance
- Carriage walk around Kiss n' Ride

Location #2:

Lake Street Metra Area Sidewalks (not including platform)

- Sidewalk parallel to Lake Street/north of tracks (north & south of Parking Lot A)
- Sidewalk at pay box in Lot A
- Sidewalks between Lot A and Lot B
- Sidewalk at pay boxes between Lot A and Lot B
- Sidewalk from Lot B to Lot C on east side Slusser
- 2 sidewalks between lots D & E
- Sidewalk at pay boxes north side of Lot D (not including platform)
- Bike Path from northeast corner of Lot B to bridge
- Sidewalk and stairs at pay box in Lot B
- Bike path section between Lots D and E along Lake Street

Location #3:

Hillside Parking Lot Sidewalks

- Along Lake Street (west side) and Hillside Avenue (north side)

Location #4:

Village Hall/Police Department

- West side of Seymour from Center Street to end of south parking lot
- Walkways around back of building and rear entrance
- Driveways into garages front and rear of police building
- Dumpster enclosure and access
- Carriage walk along north edge of building including west entrance to the Village Hall

Location #5:

Heritage Center

- Sidewalk along Hawley Street and east parking spaces
- Courtyard
- Rear and side entrances

Location #6:

Small Memorial Park

- Center Street along front of park
- Walkway between Center Street and parking lot
- Sidewalk along North side of the alley

Location #7:

Downtown Intersection Ramps

- Hawley Street and Slusser Street
- Hawley Street and Whitney Street
- Center Street and Lake Street
- Center Street and Slusser Street
- Center Street and Whitney Street

Location #8:

Handicap ramp on north side of Center between Slusser and Whitney near This Old Book

Location #9:

Centennial Park on the Southeast corner of Center Street and Whitney Street

- Southside of Center Street from Whitney Street east to the edge of the building at 217 Center Street
- Eastside of Whitney Street from Center Street south to the alley
- All paved surfaces in the park including behind the hearth and between the bollards on Whitney Street

Location #10:

Whitney Street Lots

- Public Parking – East side from Center Street south to north fence line of 47 S. Whitney
- Public Parking – West side from Hawley St south along parking lot to north edge of Whitney Street restaurant
- Public Parking – West side from south alley south along parking lot to north property line of 36 S. Whitney
- Public Parking – West side from south property line of 40 S. Whitney south to the edge of the parking lot

Location #11:

Memorial Clock Tower

- Brick area around clock tower and memorial
- South side of Center Street from railroad tracks west to Seymour Avenue
- East side of Seymour Avenue from Center Street south to the edge of the parking lot

Location #12:

Lake Street Cemetery

- East side of Lake Street along entire length of cemetery

Location #13:

Soo Line Drive

- Entire length of sidewalk along north side

Location #14:

Library Lane

- West side from Community Garden north to Aquatic Center

Location #15:

Memorial Park

- West side of Seymour Avenue from Park Place south to Junior Street
- Walkway to memorial

Location #16:

Rock Hall Bike Path

- Heather Avenue to Rock Hall Circle

Location #17:

Reservoir

- Along front of building
- East and west walkways to doors

SNOW SHOVELING AGREEMENT ADDITIONAL 14/15 LOCATIONS

The locations/costs contained herein are subject to terms and conditions of the Contract for Snow Shoveling Services.

Snow shoveling additional locations/costs:

- **Whitney Street Lots**

- Entire length of sidewalk along south side of the alley

Cost:	Base Contract Price -	\$1,420
	After 45" Snow Shoveling Round -	\$68
	Only Deicing/Salt Application Round -	\$32

- **Shorewood Road Cemetery**

- North side of Shorewood Rd. along the entire length of the Cemetery

Cost:	Base Contract Price -	\$1,240
	After 45" Snow Shoveling Round -	\$57
	Only Deicing/Salt Application Round -	\$28

- **Nordic Park**

- Public Sidewalk along east side of park from Rt. 120 north to north end of park
- Public sidewalk along south side of park from Lake Street west to west end of park
- Public sidewalk through park
- All paved surface in park including around center planter

Cost:	Base Contract Price -	\$3,340
	After 45" Snow Shoveling Round -	\$160
	Only Deicing/Salt Application Round-	\$75

Village of Grayslake

Geoscapes Landscaping, Inc.

By 
Michael J. Ellis
Village Manager

By 
President


Attest: Deputy Village Clerk

