



March 24, 2014

TKG Sweeping & Services, LLC  
Attn: Rich Katz  
3804 Hawthorn Court  
Waukegan, IL 60087

Re: 2014 Street Sweeping Program

The Village of Grayslake has awarded the contract for **2014 Street Sweeping Program** to your firm.

Please sign and return the enclosed contract documents along with your contract bond and certificate of insurance listing the Village of Grayslake as an additional insured with all endorsements.

If you have any questions, please feel free to contact me at (847) 223-8515.

Sincerely,

VILLAGE OF GRAYSLAKE

Brett Kryska  
Administrative Services & Contracting Manager

*Mayor: Shelt Taylor  
Trustees: Bruce R. Bassett - Jeff Worfel - Amy Edwards - Shawn M. Vogel - Ronald L. Jarvis - Kevin D. Waldenstrom  
Village Clerk: Cynthia E. Lee*

Ten South Seymour Avenue ~ Grayslake, Illinois 60030 ~ (847) 223-8515 ~ Fax: (847) 223-4821 ~ [www.villageofgrayslake.com](http://www.villageofgrayslake.com)



**VILLAGE OF GRAYSLAKE**

**CONTRACT**

**2014 STREET SWEEPING PROGRAM**

**PLEASE PROCEED TO NEXT PAGE**

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder TKL Sweeping + Services, LLC ("Bidder")  
 Principal Office Address 3804 Hawthorn Court, Waukegan, IL 60087  
 Local Office Address Same as above  
 Contact Person RICH KATL Telephone Number 847-505-1400

TO: Village of Grayslake ("Owner" or "Village")  
 10 South Seymour Avenue  
 Grayslake, Illinois 60030

Attention: Michael J. Ellis  
 Village Manager

*Bidder warrants and represents that Bidder 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 the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:*

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices
- C. Project Specifications
- D. Certifications of Insurance Coverage

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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/Proposal and the 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. **General Standard.** All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.
- 2. **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 WORK at the WORK SITE.

- 3. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 4. **Bonds and Insurance.** Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;
- 5. **Taxes.** Pay all applicable federal, state, and local taxes;
- 6. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and
- 7. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, 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/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Village or Bidder from those set forth in this Contract/Proposal.

C. **Responsibility for Damage or Loss.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The 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 the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder'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 Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

## 2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 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 See Attachment B

### 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, 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.
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices

## 3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. 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, vigorously, 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.

## 4. Financial Assurance

A. Bonds (if required by Attachment A). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Village's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable 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 until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty

(30) days after Bidder receives such notice from the 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 Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A. Bidder shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract. Bidder and a representative of Bidder's insurer must execute the certification of insurance coverage attached as Exhibit D.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability Insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

## 5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

## 6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder 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/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder 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 130/0.01 *et seq.*; prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*; 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.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Bidder's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at [www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM). If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the

Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) 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.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Bids set forth above.

## 7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Bidder's Certification. All the facts and information submitted by Bidder in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Bidder's Certification are true and correct.

C. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge: (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Contract obtain or acquire

any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Village reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

G. Penalties. Bidder 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 Bidder's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof.

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the 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 the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the 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 Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal 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/Proposal shall be in any way affected thereby.

K. Amendments. No modification, addition, deletion, revision, alteration, or other change to this

Contract/Proposal shall be effective unless and until such the Village and Bidder, provided, however, that the Village shall have the right, by written order executed by the Village, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder full payment for the Work shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to this Contract.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier,

change is reduced to writing and executed and delivered by and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract.

All Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Bidder.

P. Claims. If the Work or any of Bidder's operations or property is damaged by any other Person, Bidder shall make its claim directly against such Person. If a dispute develops between Bidder and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Bidder shall restore the Work immediately. Failure of Bidder to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance and to withhold or recover from Bidder the cost of such Work.

Q. Cleanliness of the Work Site and Environs. Bidder shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Bidder shall sweep and clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Bidder fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Bidder.

R. Damage to the Work, the Work Site, and Other Property. The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Bidder from the Commencement Date until Final Payment.

S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision

of law required by law to be inserted into this  
Contract/Proposal shall be deemed to be inserted herein.

DATED this 24th day of March, 2014.

Bidder's Status: ( ) \_\_\_\_\_ Corporation ( ) LLC Partnership ( ) Individual Proprietor  
 (State) (State)

Bidder's Name: TKG Sweeping + Services, LLC

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: [Signature]

Printed Name: RICHARD KATZ

(corporate seal) (if corporation) Title/Position: Member / President of operations

Bidder's Business Address: 3804 Hawthorn Court  
Waukegan, IL 60087

Bidder's Business Telephone: 847-505-1400 Facsimile: 847-505-1410

If a Corporation or Partnership, list all Officers or Partners:

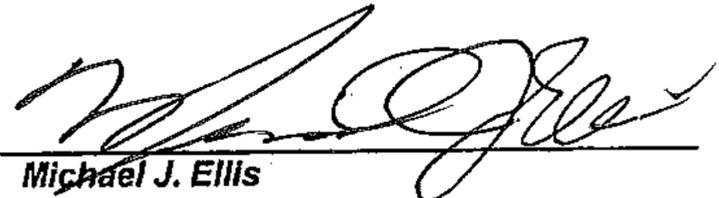
NAME	TITLE	ADDRESS
Richard Katz	Member	3804 Hawthorn Ct.
Daniel Katz	Member	3804 Hawthorn Ct.
Brett Katz	Member	3804 Hawthorn Ct.

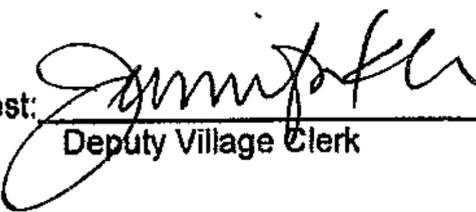
**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 28<sup>th</sup> day of March, 2014.

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 the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the 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 GRAYSLAKE

UBK  
By   
Michael J. Ellis  
Village Manager

Attest:   
Deputy Village Clerk



ATTACHMENT A  
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS

- I. Project: 2014 Street Sweeping.
- II. Work Site: Village of Grayslake, IL
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date: April 30, 2015
- VI. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability:

\$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

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 Bodily Injury and Property Damage Combined Single Limit.

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

Coverage to include:

- 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. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

## ATTACHMENT A

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements including the completion of Attachment D (Certifications of Insurance Coverage).

IX. Per Diem Administrative Charge:

A. General. Two hundred and fifty dollars (\$250.00) per day for each day after the completion date.

X. Contract Bonds Required:

No

**ATTACHMENT B  
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)

Lake County Municipal League  
Cooperative Purchasing Program

CONTRACT FOR  
2014 STREET SWEEPING PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder TKG Sweeping & Services, LLC ("Bidder")

Principal Office Address 3804 Hawthorn Court, Waukegan, IL 60087

Local Office Address 3804 Hawthorn Court, Waukegan, IL 60087

Contact Person Rich Katz Telephone (847) 505-1400

TO: Lake County Municipal League  
1937 Municipal Way  
Round Lake Beach, IL 60073

Attn: Christine Gentes

Bidder warrants and represents that Bidder 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. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for Street Sweeping; (2) to procure and furnish all permits, licenses and other governmental approvals and

## PROPOSAL

authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

### 2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

PROPOSAL

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Street Sweeping	CURB MILE	3264.32	\$24.86	\$81,151
Eight-One Thousand One Hundred Fifty-One and Zero Cents				TOTAL	\$81,151

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder 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. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of Four Thousand Fifty-Seven and Fifty-Five Cents dollars (\$ 4,057.55 ), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 25 day of February, 2014.

Attest/Witness:

TLCG Sweeping + Services, LLC  
Bidder

By: [Signature]

By: [Signature]

Title: Member

Title: Member

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS

**Lake County Municipal League  
Cooperative Purchasing Program**

**CONTRACT FOR**

**2014 STREET SWEEPING PROGRAM**

**BIDDER'S SWORN ACKNOWLEDGEMENT**

TKG Sweeping & Services, LLC ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The officers of the corporation are as follows:

<b><u>TITLE</u></b>	<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

**ACKNOWLEDGEMENT**

**2. Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of Wisconsin pursuant to that certain Partnership Agreement dated as of January 27, 2009, that is qualified to do business in the State of Illinois, and that is operating under the legal name of TKG Sweeping & Services, LLC.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<u>Richard Katz</u>	<u>1118 Somerset Ave., Deerfield, IL 60015</u>
<u>Brett Katz</u>	<u>2146 Oak Ave., Northbrook, IL 60062</u>
<u>Daniel Katz</u>	<u>875 King Richards Court, Deerfield, IL 60015</u>
_____	_____
_____	_____

**3. Individual**

Bidder is an individual whose full name is \_\_\_\_\_, whose residence address is \_\_\_\_\_ and whose business address is \_\_\_\_\_. If operating under a trade or assumed name, said trade or assumed name is as follows: \_\_\_\_\_.

**4. Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____( )	_____
_____( )	_____
_____( )	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 25 day of February, 2014.

Attest/Witness:

Tick Sweeping + Services, LLC  
Bidder

By: [Signature] (P)

By: [Signature] (P)

Title: Member

Title: Member

Subscribed and Sworn to before me this 26 day of February, 2014.

My Commission Expires: 4-2-17

[Signature]  
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS

Lake County Municipal League  
Cooperative Purchasing Program

CONTRACT FOR

2014 STREET SWEEPING PROGRAM

**BIDDER'S SWORN WORK HISTORY STATEMENT**

TKG Sweeping & Services, LLC ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Power Sweeping

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>0</u> % Federal	<u>1</u> % As Contractor	<u>0</u> % Bidder's Forces
<u>4</u> % Other Public	<u>10.5</u> % As Subcontractor	<u>3</u> % Subcontractors
<u>81.5</u> % Private		<u>0</u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 5 years

WORK HISTORY STATEMENT

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Village of Vernon Hills</u>	<u>City of Rolling Meadows</u>	<u>Warren Township Hwy D.</u>
Owner Address	<u>490 Greenleaf Dr.</u>	<u>3900 Bernnick St.</u>	<u>17801 Washington St</u>
	<u>Vernon Hills, IL</u>	<u>Rolling Meadows, IL</u>	<u>Gurnee, IL</u>
Reference	<u>Ryan Papak</u>	<u>Bill Suchecki</u>	<u>Jerry Rudd</u>
Telephone Number	<u>(847) 366-5759</u>	<u>(847) 963-0500</u>	<u>(847) 244-1101</u>
Type of Work	<u>Street Sweeping</u>	<u>Street Sweeping</u>	<u>Street Sweeping</u>
	_____	_____	_____
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____

WORK HISTORY STATEMENT

Amount of Contract	<u>\$35,000.00</u>	<u>\$23,000.00</u>	<u>\$14,280.00</u>
Date Completed	<u>On Going</u>	<u>On Going</u>	<u>On Going</u>

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness: TKG Swapping & Services LLC  
Bidder

By: [Signature]

By: [Signature]

Title: Director of Operations

Title: Member

Subscribed and Sworn to  
before me this 26 day  
of February, 2014.

My Commission Expires: 4-2-17

[Signature]  
Notary Public

[SEAL]



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS

ATTACHMENT C

ATTACHMENT C  
SPECIFICATIONS

**Lake County Municipal League  
Cooperative Purchasing Program  
Street Sweeping**

**SPECIAL PROVISIONS**

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The Special Provisions set forth the final contractual intent as to the matter involved and shall take precedence in the event of conflict.

**I. AWARD OF CONTRACT**

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

The total Contract Price is defined as Bidder's Proposal for making Entire Improvements as in the Schedule of Prices.

**II. CONTRACT TIME and START DATE**

Contractor shall perform the Work between May 1, 201<sup>4</sup> through April 30, 201<sup>5</sup>.

Upon receiving the Notice To Proceed, the contractor shall coordinate each of the Street Sweeping Rounds with the Village Representative.

**III. DESCRIPTION OF WORK**

The Work described in these specifications consists of performing Street Sweeping for the Villages of Deer Park, Grayslake, Gurnee, Lindenhurst, North Chicago, Round Lake and Wadsworth.

**IV. SCOPE OF WORK**

Street lists for each municipality will be provided by the municipality at time of contract.

Street Sweeping shall be completed on weekdays between the hours of 7:00 AM and 3:30 PM.

Contractor shall sweep all streets within one day's time or a time mutually agreed upon by the Village Representative and Contractor.

## **SPECIAL PROVISIONS**

### **A. Special Request / Emergency Call-Out**

Contractor shall provide street sweeping by special request and/or emergency call-out by the Village Representative.

Contractor shall be guaranteed a ten (10) mile minimum per call-out.

Village Representative shall give at least twenty-four (24) hours notice for a special request, except in an emergency.

## **V. CONTROL OF WORK**

### **A. Coordination With the Village**

During each Street Sweeping Round, Contractor is required to check-in before work is started and check-out with the Village Representative once work is completed. Contractor is required to carry a copy of the Street Sweeping Map, provided by the Village Representative, at all times.

Contractor is required to notify the Village Representative upon the completion of each Street Sweeping Round. Upon said notice, the Village Representative will inspect the Work completed and the Contractor shall re-sweep any street(s) to satisfaction of the Village Representative within twenty-four (24) hours of notification. This additional work shall be the responsibility of the contractor and will not be paid for separately but shall be considered as incidental to the cost of the project.

### **B. Water Supply**

Contractor may obtain water, at no cost, only from the fixtures designated by the Village Representative. No water shall be obtained except for use on those streets as part of the contract.

### **C. Sweeping Debris**

Contractor may deposit debris, at no cost, at a designated dumpsite provided by the Village Representative. No debris shall be deposited except that collected from those streets as part of the contract.

## SPECIAL PROVISIONS

### VI. FUNDING SOURCE

This maintenance function is funded by Motor Fuel Tax funds and is subject to all requirements set forth by the State of Illinois.

### VII. PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to the Work performed by Contractor.

Once the Village Representative has certified the completion and quality of the Work, payment will be made to Contractor.

Contractor shall be paid at the contract unit price per CURB MILE for STREET SWEEPING as specified in the Schedule of Prices.

### I. SCHEDULE OF QUANTITIES

The table below represents estimated quantities provided by each Owner. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

MUNICIPALITY	CURB MILES	# OF ROUNDS	TOTAL CURB MILES
Deer Park	12.5	2	25
Green Oaks	17.1	2	34.2
Grayslake	104.47	6	626.82
Gurnee	61.3	13	796.9
Gurnee	104	7	728
Lindenhurst	66	2	132
North Chicago	65	8	520
Round Lake	94	4	376
Wadsworth	6.35	4	25.4
		Total	3264.32



Bond Number BD136921

BID BOND

KNOW ALL BY THESE PRESENTS, that we, TKG SWEEPING AND SERVICES, LLC of 3804 HAWTHORN CT WAUKEGAN, IL 60087-3220 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM 1937 N MUNICIPAL WAY, ROUND LAKE BEACH IL 60073-4915 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for 2014 STREET SWEEPING

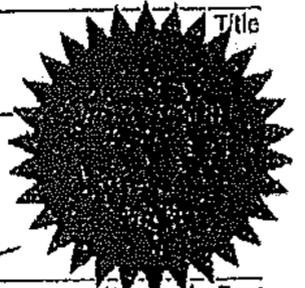
NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 12th day of February, 2014.

[Signature]  
\_\_\_\_\_  
Witness

[Signature]  
\_\_\_\_\_  
Principal  
TKG SWEEPING AND SERVICES, LLC  
Member  
\_\_\_\_\_  
Title

Amanda Lamp  
\_\_\_\_\_  
Amanda Lamp  
Witness

Auto-Owners Insurance Company  
[Signature]  
\_\_\_\_\_  
Jim Houze  
Attorney-in-Fact  


State of Illinois  
DEPARTMENT OF TRANSPORTATION  
Bureau of Local Roads & Streets

SPECIAL PROVISION  
FOR  
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999  
Revised: January 2, 2013

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/dol/rates/rates.htm](http://www.state.il.us/agency/dol/rates/rates.htm). If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.  
  
The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

STATE OF ILLINOIS        }  
  } SS  
COUNTY OF LAKE         }

**ATTACHMENT D**  
**CERTIFICATIONS OF INSURANCE COVERAGE**

\_\_\_\_\_, as Contractor, and \_\_\_\_\_, as representative of contractor's insurer \_\_\_\_\_ ("Contractor's Insurer"), being first duly sworn on oath, depose and state that all statements herein made are made on behalf of Contractor and its insurer, that the deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor and Contractor's Insurer depose, state, and certify that Contractor has obtained insurance coverage as required pursuant to Section 4 of this Contract and provided certificates of insurance evidencing the minimum insurance coverages and limits set forth in Section VI of Attachment A to this Contract as required pursuant to Section 4 of this Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Attest/Witness  
By: \_\_\_\_\_  
    By: \_\_\_\_\_  
Title: \_\_\_\_\_  
      \_\_\_\_\_

**CONTRACTOR**  
  
Title: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My Commission Expires:  
  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
  SEAL

Attest/Witness  
By: \_\_\_\_\_  
    By: \_\_\_\_\_  
Title: \_\_\_\_\_  
      \_\_\_\_\_

**CONTRACTOR'S INSURER**  
  
Title: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My Commission Expires:  
  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
  SEAL

**2013 VILLAGE OF GRAYSLAKE STREET SWEEPING PROGRAM**  
**Exhibit A**

<b>LOCATION/SUBDIVISION</b>	<b>STREET NAME</b>	<b>EXTENSION</b>	<b>CURB MILES</b>
AVON ON PRAIRIE	BRISTOL	LANE	0.33
AVON ON PRAIRIE	DURIHAM	LANE	0.36
AVON ON PRAIRIE	MERRILL	LANE	0.53
AVON ON PRAIRIE	SHEFFIELD	LANE	0.07
BRIARGATE	DOOLITTLE	LANE	0.36
BRIARGATE	KEENELAND	COURT	0.15
BRIARGATE	LONGCHAMPS	COURT	0.15
BRIARGATE	PIMLICO	COURT	0.08
BRIARGATE	RED BRIDGE	COURT	0.09
BRIARGATE	REMINGTON	COURT	0.09
BRIARGATE	STOCKTON	CULDESAC I	0.06
BRIARGATE	STOCKTON	CULDESAC II	0.06
BRIARGATE	STOCKTON	CULDESAC III	0.06
BRIARGATE	STOCKTON	DRIVE	0.45
CANTERBURY ESTATES	ASHFORD	LANE	0.61
CANTERBURY ESTATES	HIGHGATE	LANE	0.48
CENTER ST. SQUARE	COMMERCE	DRIVE	0.40
CENTER ST. SQUARE	HOFFNER	DRIVE	0.13
CENTER ST. SQUARE	N&S CORPORATE	CIRCLE	0.93
CENTER ST. SQUARE	PROGRESS	DRIVE	0.30
CHERRY CREEK	AMELIA	COURT	0.16
CHERRY CREEK	CHERRY CREEK	DRIVE	0.46
CHERRY CREEK	CHADWICK	DRIVE	0.34
CHERRY CREEK	DILLON	COURT	0.19
CHERRY CREEK	ELLSWORTH	DRIVE	0.40
CHERRY CREEK	SHAKESPEARE	DRIVE	0.69
CHESAPEAKE FARM	BAYVIEW	LANE	0.28
CHESAPEAKE FARM	BELLE HAVEN	DRIVE	1.21
CHESAPEAKE FARM	CARTERS GROVE	COURT	0.40
CHESAPEAKE FARM	CHERITON	CIRCLE	0.76
CHESAPEAKE FARM	CHESAPEAKE	BOULEVARD	1.16
CHESAPEAKE FARM	CHRISFIELD	DRIVE	0.83
CHESAPEAKE FARM	FAIR PORT	DRIVE	1.33
CHESAPEAKE FARM	JAMESTOWN	BOULEVARD	0.30
CHESAPEAKE FARM	JAMESTOWN	COURT	0.61
CHESAPEAKE FARM	NORFOLK	LANE	0.34
CHESAPEAKE FARM	OXFORD	CIRCLE	0.47
CHESAPEAKE FARM	POPES CREEK	CIRCLE	1.29
CHESAPEAKE FARM	POTOMAC	COURT	0.45
CHESAPEAKE FARM	ROCK HALL	CIRCLE	0.83
CHESAPEAKE FARM	ROCK HALL	COURT	0.15
CHESAPEAKE FARM	SUFFOLK	LANE	0.19

**2013 VILLAGE OF GRAYSLAKE STREET SWEEPING PROGRAM**

**Exhibit A**

<b>LOCATION/SUBDIVISION</b>	<b>STREET NAME</b>	<b>EXTENSION</b>	<b>CURB MILES</b>
CHESAPEAKE FARM	TALBOT	LANE	0.70
CHESAPEAKE FARM	TYLERTON	CIRCLE	1.19
CHESAPEAKE FARM	WILLIAMSBURG	CIRCLE	0.53
CHESAPEAKE FARM	WILLIAMSBURG	CIRCLE	0.81
COLLEGE TRAIL	ATTENBOROUGH	COURT	0.59
COLLEGE TRAIL	ATTENBOROUGH	CULDESAC	0.05
COLLEGE TRAIL	ATTENBOROUGH	WAY	0.43
COLLEGE TRAIL	BLACKBURN	CULDESAC	0.05
COLLEGE TRAIL	BLACKBURN	DRIVE	0.82
COLLEGE TRAIL	BRAXTON	COURT	0.14
COLLEGE TRAIL	BRAXTON	WAY	0.41
COLLEGE TRAIL	BRAYMORE	COURT	0.08
COLLEGE TRAIL	BRAYMORE	DRIVE	0.23
COLLEGE TRAIL	BRIGHTON	CIRCLE	0.28
COLLEGE TRAIL	BUCKINGHAM	COURT	0.10
COLLEGE TRAIL	BUCKINGHAM	DRIVE	1.19
COLLEGE TRAIL	CAMBRIDGE	DRIVE	2.73
COLLEGE TRAIL	CAMBRIDGE	DRIVE	0.81
COLLEGE TRAIL	CLAREWOOD	CIRCLE	0.50
COLLEGE TRAIL	COLTON	DRIVE	0.19
COLLEGE TRAIL	CROSSLAND	DRIVE	0.06
COLLEGE TRAIL	DEVON	COURT	0.21
COLLEGE TRAIL	DORCHESTER	CULDESAC	0.05
COLLEGE TRAIL	DORCHESTER	LANE	0.43
COLLEGE TRAIL	DORCHESTER	CULDESAC	0.05
COLLEGE TRAIL	DUNHILL	ROAD	0.44
COLLEGE TRAIL	E. CAMBRIDGE	COURT	0.08
COLLEGE TRAIL	EASTON	COURT	0.08
COLLEGE TRAIL	ESSEX	CIRCLE	0.21
COLLEGE TRAIL	KILBURN	COURT	0.08
COLLEGE TRAIL	MANCHESTER	CIRCLE	0.59
COLLEGE TRAIL	N. CAMBRIDGE	COURT	0.08
COLLEGE TRAIL	NEWBURY	COURT	0.10
COLLEGE TRAIL	W. CAMBRIDGE	COURT	0.08
COLLEGE TRAIL	WHITEHALL	COURT	0.17
EASTLAKE FARM	HAMPSHIRE	COURT	0.13
EASTLAKE FARM	YORKSHIRE	COURT	0.24
ENGLISH MEADOWS	AMBER	COURT	0.15
ENGLISH MEADOWS	AMHERST	COURT	0.16
ENGLISH MEADOWS	ARLINGTON	LANE	0.55
ENGLISH MEADOWS	ARLINGTON	LANE	0.98

**2013 VILLAGE OF GRAYSLAKE STREET SWEEPING PROGRAM**  
**Exhibit A**

<b>LOCATION/SUBDIVISION</b>	<b>STREET NAME</b>	<b>EXTENSION</b>	<b>CURB MILES</b>
ENGLISH MEADOWS	BERKSHIRE	LANE	0.34
ENGLISH MEADOWS	CAMDEN	COURT	0.10
ENGLISH MEADOWS	CHESTERFIELD	CIRCLE	1.10
ENGLISH MEADOWS	CHURCHILL	LANE	1.29
ENGLISH MEADOWS	FAIRFAX	LANE	0.94
ENGLISH MEADOWS	GATEWOOD	LANE	0.45
ENGLISH MEADOWS	LANCASTER	COURT	0.20
ENGLISH MEADOWS	LAWN	COURT	0.13
ENGLISH MEADOWS	LEEWARD	COURT	0.17
ENGLISH MEADOWS	LENOX	COURT	0.15
ENGLISH MEADOWS	LEXINGTON	COURT	0.19
ENGLISH MEADOWS	LEXINGTON	LANE	1.52
ENGLISH MEADOWS	LILY	COURT	0.17
ENGLISH MEADOWS	LITCHFIELD	COURT	0.11
ENGLISH MEADOWS	LOCUST	COURT	0.18
ENGLISH MEADOWS	LONDON	COURT	0.09
ENGLISH MEADOWS	MAYFAIR	LANE	1.34
ENGLISH MEADOWS	MULBERRY	COURT	0.12
ENGLISH MEADOWS	OAKMEADOW	COURT	0.14
ENGLISH MEADOWS	PENNY	LANE	1.00
ENGLISH MEADOWS	PLUM	COURT	0.11
ENGLISH MEADOWS	PORTSMOUTH	COURT	0.11
ENGLISH MEADOWS	SYCAMORE	LANE	0.39
ENGLISH MEADOWS	VERNON	LANE	0.06
ENGLISH MEADOWS	WARWICK	COURT	0.17
ENGLISH MEADOWS	WINDSOR	LANE	0.45
ENGLISH MEADOWS	WOODSIDE	COURT	0.16
ESTATES OF EASTLAKE	BANBURY	DRIVE	0.76
ESTATES OF EASTLAKE	LANGLEY	COURT	0.10
ESTATES OF EASTLAKE	WALTON	LANE	0.44
ESTATES OF EASTLAKE	WEXFORD	COURT	0.09
ESTATES OF EASTLAKE	YORK	DRIVE	0.42
HARYAN FARM	ALLEGHANY	ROAD	1.15
HARYAN FARM	BROOKSTONE	ROAD	0.64
HARYAN FARM	BURR OAK	COURT	0.08
HARYAN FARM	DEEP WOODS	COURT	0.13
HARYAN FARM	GALWAY	COURT	0.28
HARYAN FARM	HARYAN	WAY	0.23
HARYAN FARM	HIGHLAND	COURT	0.08
HARYAN FARM	HIGHLAND	ROAD	0.32
HARYAN FARM	KILDERE	COURT	0.06

**2013 VILLAGE OF GRAYSLAKE STREET SWEEPING PROGRAM**  
**Exhibit A**

<b>LOCATION/SUBDIVISION</b>	<b>STREET NAME</b>	<b>EXTENSION</b>	<b>CURB MILES</b>
HARYAN FARM	KILLARNEY	COURT	0.06
HARYAN FARM	MULRANY	PLACE	0.09
HARYAN FARM	WATERFORD	DRIVE	1.16
HARYAN FARM	WELLINGTON	COURT	0.17
HARYAN FARM	WEST TRAIL	COURT	0.05
HARYAN FARM	WEST TRAIL	NORTH	1.64
HARYAN FARM	WILLOWBY	COURT	0.09
HIDDEN PONDS	BALD EAGLE	COURT	0.15
HIDDEN PONDS	JACKSON	BLVD.	0.36
HIDDEN PONDS	REDWIG	COURT	0.17
HIDDEN PONDS	TEAL	COURT	0.11
HIDDEN PONDS	WOOD DUCK	COURT	0.14
HUNTERS RIDGE	BOBOLINK	CULDESAC	0.08
HUNTERS RIDGE	BOBOLINK	DRIVE	0.92
HUNTERS RIDGE	HUMMINGBIRD	CULDESAC	0.06
HUNTERS RIDGE	HUMMINGBIRD	LANE	0.65
HUNTERS RIDGE	MALLARD	COURT	0.10
HUNTERS RIDGE	MEADOWLARK	AVENUE	0.17
HUNTERS RIDGE	MEADOWLARK	CULDESAC	0.06
HUNTERS RIDGE	MEADOWLARK	LANE	0.44
HUNTERS RIDGE	MOCKINGBIRD	COURT	0.17
HUNTERS RIDGE	PARTRIDGE	COURT	0.09
HUNTERS RIDGE	SANDPIPER	COURT	0.23
LAKE STREET SQUARE	SOO LINE	DRIVE	0.42
LAKE STREET SQUARE	STATION PARK	CIRCLE	0.60
MAPLEWOOD COURT	MAPLEWOOD	COURT	0.29
MISCELLANEOUS	ATKINSON	ROAD	2.14
MISCELLANEOUS	DRURY	LANE	1.46
MISCELLANEOUS	FREDERICK	ROAD	0.92
MISCELLANEOUS	SHOREWOOD	ROAD	0.72
NORANDY WOODS	NORMANDY WOODS	COURT	0.43
OLD TOWN	ALLEGHANY	ROAD	0.30
OLD TOWN	ALLISON	COURT	0.12
OLD TOWN	ALTA	DRIVE	0.27
OLD TOWN	BELLE	COURT	0.13
OLD TOWN	BRAE LOCH	ROAD	1.86
OLD TOWN	CENTER	STREET	0.47
OLD TOWN	CHARD	COURT	0.16
OLD TOWN	GARFIELD	BLVD.	0.21
OLD TOWN	GARFIELD	BLVD.	0.42
OLD TOWN	GLEN	STREET	0.12
OLD TOWN	GLEN	STREET	0.19

**2013 VILLAGE OF GRAYSLAKE STREET SWEEPING PROGRAM**  
**Exhibit A**

<b>LOCATION/SUBDIVISION</b>	<b>STREET NAME</b>	<b>EXTENSION</b>	<b>CURB MILES</b>
OLD TOWN	GLEN	STREET	0.27
OLD TOWN	GRAY	STREET	0.25
OLD TOWN	HAMELITZ	COURT	0.15
OLD TOWN	HARDING	STREET	0.36
OLD TOWN	HAWLEY	COURT	0.42
OLD TOWN	HAWLEY	STREET	0.45
OLD TOWN	HOJEM	LANE	0.38
OLD TOWN	IVANHOE	ROAD	0.76
OLD TOWN	LAKE	STREET	0.82
OLD TOWN	LAKE	STREET	1.74
OLD TOWN	LIBRARY	LANE	0.59
OLD TOWN	MOORE	COURT	0.12
OLD TOWN	NEVILLE	DRIVE	0.33
OLD TOWN	PAUL	STREET	0.18
OLD TOWN	PINE	STREET	0.32
OLD TOWN	QUIST	COURT	0.27
OLD TOWN	REAGAN'S	PLACE	0.10
OLD TOWN	ROOSEVELT	COURT	0.11
OLD TOWN	SEYMOUR	AVENUE	0.25
OLD TOWN	SEYMOUR	AVENUE	0.70
OLD TOWN	SEYMOUR	AVENUE	0.70
OLD TOWN	SEYMOUR	AVENUE	0.70
OLD TOWN	SLUSSER	STREET	0.15
OLD TOWN	SLUSSER	STREET	0.30
OLD TOWN	SLUSSER	STREET	0.49
OLD TOWN	SLUSSER	STREET	0.56
OLD TOWN	WEST SHORE	DRIVE	0.38
OLD TOWN	WESTERFIELD	PLACE	0.70
OLD TOWN	WHITNEY	STREET	0.40
PRAIRIE CROSSING	AMOS BENNETT	STREET	0.30
PRAIRIE CROSSING	BLAZING STAR	ROAD	0.32
PRAIRIE CROSSING	BLAZING STAR	ALLEY	0.46
PRAIRIE CROSSING	CONEFLOWER	ROAD	0.20
PRAIRIE CROSSING	HARRIS	ROAD	0.84
PRAIRIE CROSSING	HARRIS	ALLEY	0.72
PRAIRIE CROSSING	COLBEE BENTON	ROAD	0.34
PRAIRIE CROSSING	INDIAN PATI	ROAD	0.51
PRAIRIE CROSSING	JONES POINT	ROAD	0.42
PRAIRIE CROSSING	LEVI BAXTER	STREET	0.34
PRAIRIE CROSSING	LUPINE	CIRCLE	0.02
PRAIRIE CROSSING	MARKET	STREET	0.08
PRAIRIE CROSSING	PENSTEMON	CIRCLE	0.02

**2013 VILLAGE OF GRAYSLAKE STREET SWEEPING PROGRAM**  
**Exhibit A**

<b>LOCATION/SUBDIVISION</b>	<b>STREET NAME</b>	<b>EXTENSION</b>	<b>CURB MILES</b>
PRAIRIE CROSSING	POTAWATOMI	ROAD	0.28
PRAIRIE CROSSING	PRAIRIE SMOKE	ROAD	0.38
PRAIRIE CROSSING	PRAIRIE TRAIL	ROAD	0.54
PRAIRIE CROSSING	SHOOTING STAR	ROAD	0.36
PRAIRIE CROSSING	SHOOTING STAR	ALLEY	0.48
PRAIRIE CROSSING	SUNFLOWER	CIRCLE	0.02
PRAIRIE CROSSING	SURVEYOR	STREET	0.09
PRAIRIE CROSSING	THIMBLEWEED	ROAD	0.18
PRAIRIE CROSSING	TURKS CAP	ROAD	0.22
PRAIRIE CROSSING	TURKS CAP	ALLEY	0.28
PRAIRIE CROSSING	WILD INDIGO	ROAD	0.24
PRAIRIE CROSSING	WIND FLOWER	CIRCLE	0.02
PRAIRIE TOWNE	KARYN	LANE	0.21
PRAIRIE TOWNE	KERRY	WAY	0.50
PRAIRIE TOWNE	STEPHENS	COURT	0.15
PRAIRIE TOWNE	SILO HILL	DRIVE	0.56
QUAIL CREEK	CARDINAL	COURT	0.18
QUAIL CREEK	DOVE	COURT	0.06
QUAIL CREEK	ORIOLE	COURT	0.18
QUAIL CREEK	PHEASANT	COURT	0.16
QUAIL CREEK	QUAIL	COURT	0.09
QUAIL CREEK	QUAIL	COURT	0.09
QUAIL CREEK	ROBIN	COURT	0.06
QUAIL CREEK	SWAN	DRIVE	0.26
QUAIL CREEK	ZIEGLER	DRIVE	0.28
QUAIL CREEK	ZIEGLER	DRIVE	0.40
QUAIL CREEK	ZIEGLER	DRIVE	0.57
SOUTHCREEK	CROSSARM	DRIVE	0.27
SOUTHCREEK	IRON HORSE	COURT	0.25
SOUTHCREEK	SIGNAL	LANE	0.39
SOUTHCREEK	SOMMERSSET	DRIVE	0.59
SOUTHCREEK	TRESTLE	COURT	0.11
STRATFORD ON AVON	CATHERINE	COURT	0.17
STRATFORD ON AVON	SHAKESPEARE	DRIVE	0.34
STRATFORD ON AVON	STRATFORD	COURT	0.10
THE MEADOWS	CAITLIN	COURT	0.23
THE MEADOWS	FIELDALE	LANE	0.44
THE MEADOWS	JEANNE	COURT	0.16
VILLAGE STATION	VILLAGE STATION	LANE	0.30
VILLAGE STATION	THOMAS	COURT	0.24
WASHINGTON VILLAGE	CARRIAGE	LANE	0.52

**2013 VILLAGE OF GRAYSLAKE STREET SWEEPING PROGRAM**

**Exhibit A**

<b>LOCATION/SUBDIVISION</b>	<b>STREET NAME</b>	<b>EXTENSION</b>	<b>CURB MILES</b>
WASHINGTON VILLAGE	E. CARRIAGE	LANE	0.17
WASHINGTON VILLAGE	E. MT. VERNON	DRIVE	0.22
WASHINGTON VILLAGE	LANCER	LANE	0.16
WASHINGTON VILLAGE	MCKAY	CIRCLE	0.27
WASHINGTON VILLAGE	MT. VERNON	COURT	0.07
WASHINGTON VILLAGE	N. CARRIAGE	LANE	0.23
WASHINGTON VILLAGE	N. MT. VERNON	DRIVE	0.29
WASHINGTON VILLAGE	S. MT. VERNON	DRIVE	0.15
WASHINGTON VILLAGE	W. CARRIAGE	LANE	0.13
WASHINGTON VILLAGE	W. MT. VERNON	DRIVE	0.24
WEST TRAIL	CHRISTY	CIRCLE	0.09
WEST TRAIL	HARVEY	STREET	0.30
WEST TRAIL	JEFFERY	AVENUE	0.14
WEST TRAIL	JENNIFER	LANE	0.61
WEST TRAIL	KELLY	AVENUE	0.19
WEST TRAIL	KEVIN	LANE	0.34
WEST TRAIL	LAURIE	COURT	0.24
WEST TRAIL	LINDSEY	AVENUE	0.23
WEST TRAIL	MITCHELL	DRIVE	0.45
WEST TRAIL	PARKER	DRIVE	0.60
WEST TRAIL	PATRICIA	COURT	0.30
WEST TRAIL	SCOTT	AVENUE	0.23
WEST TRAIL	WEST TRAIL	SOUTH	0.11
WEST TRAIL	WEST TRAIL	SOUTH	1.04
WHISPERING OAKS	WHISPERING OAKS	DRIVE	0.22
<b>TOTAL CURB MILES:</b>			<b>104.47</b>



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: AC

DATE (MM/DD/YYYY)

03/24/14

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 Leech Bridges, Inc. 1717 Lewis Avenue Zion, IL 60099 James W. Leech	847-872-4982	CONTACT NAME:	
	847-872-2528	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	TKGSW-1
		INSURER(S) AFFORDING COVERAGE	
INSURED TKG Sweeping & Services, LLC P & S Sweeping, LLC Daniel Katz 3804 Hawthorn Ct Waukegan, IL 60087	INSURER A : Auto Owners Insurance Co.		NAIC # 18988
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:

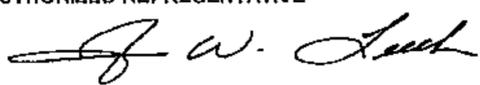
REVISION NUMBER:

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		
A	GENERAL LIABILITY	X		0732890812	11/01/13	11/01/14	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		\$
A	AUTOMOBILE LIABILITY	X		4932890800	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS							\$	
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$						
A	UMBRELLA LIAB			4932890801	11/01/13	11/01/14	EACH OCCURRENCE	\$ 2,000,000	
	EXCESS LIAB						AGGREGATE	\$	
	DEDUCTIBLE							\$	
	<input checked="" type="checkbox"/> RETENTION \$ 10000		\$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	07081324	11/01/13	11/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Proof of Insurance-Village of Grayslake 2014 Street Sweeping Program

**CERTIFICATE HOLDER****CANCELLATION**

<b>GRAYSLA</b>  Village of Grayslake 10 South Seymour Grayslake, IL 60030	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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**NOTEPAD**

INSURED'S NAME TKG Sweeping & Services, LLC

TKGSW-1  
OP ID: AC

PAGE 2  
DATE 03/24/14

The Village of Grayslake is listed as Additional Insured on a Primary Non-Contributory basis with regards to General Liability and Automobile Liability for both ongoing and completed operations.

A Waiver of Subrogation in favor of The Village of Grayslake applies to the Workers Compensation

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER 0732890812

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person's Or Organization(s):	Location(s) Of Covered Operations
Village of Grayslake	Any Location per Contract 2014 Street Sweeping Program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
  
- B. With respect to the insurance afforded to these additional insured's, the following additional exclusions apply:
 

This insurance does not apply to “bodily injury” or “property damage” occurring after:

  - 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - 2. That portions of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following: Policy # 0732890812

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Village of Grayslake	Any Location per Contract 2014 Street Sweeping Program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following: Policy # 0732890812

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Village of Grayslake	Any Location per Contract 2014 Street Sweeping Program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DISGNATED INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provide by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is an Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective 11/1/2013	Policy No. 0732890812
Named Insured TKG Sweeping and Services, Inc.	
Countersigned by 	
(Authorized Representative)	

**SCHEDULE**

Name of Person(s) or Organization(s): The Village of Grayslake
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is an insured Provision contained in Section II of the Coverage Form.

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**WAIVER OF RIGHT TO RECOVER FROM OTHER ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule

Schedule

Village of Grayslake

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy #07081324

Countersigned by

