

SPECIFICATIONS AND CONTRACT DOCUMENTS
For

SNOW AND ICE CONTROL SERVICES
For the
VILLAGE of ROUND LAKE

CONTRACT PERIOD: Up to Three (3) Years

PROPOSALS DUE: 07-28-2016, 11:00 AM

LOCATION: ROUND LAKE PUBLIC WORKS
751 W. Townline Road
Round Lake, IL 60073

awedoff@eroundlake.com

Phone: (847) 546-0962

Issued by:

Adam Wedoff, P.E.

Director of Public Works

Village of Round Lake

REQUEST FOR PROPOSALS NOTICE

The Village of Round Lake will be accepting sealed proposals for Snow and Ice Control Services for the Bright Meadows neighborhood. Proposals will be accepted at the Round Lake Public Works Building, 751 W. Townline Road, Round Lake, IL. 60073 until the time shown below.

Proposal Item: SNOW AND ICE CONTROL SERVICES for BRIGHT MEADOWS
NEIGHBORHOOD

Proposal Due Date: Thursday July 28, 2016, 11:00 AM

At a minimum, all Proposals must include the following:

- PROPOSAL – PAGE 24**
- PUBLIC CONTRACT STATEMENTS - PAGE 27**
 - MUST BE EXECUTED AND NOTARIZED**
- REFERENCES – PAGE 28**
- ALL INSURANCE REQUIREMENTS MUST BE MET; CERTIFICATE OF INSURANCE SHALL BE GIVEN TO THE VILLAGE AFTER THE CONTRACT IS AWARDED**

Two copies of all proposal documents shall be submitted.

Questions may be directed to Adam Wedoff at (847) 546-0962 or awedoff@eroundlake.com.

The Village of Round Lake reserves the right to reject any or all proposals, to waive technicalities, and to accept any proposal which is deemed to be in the best interest of the Village of Round Lake.

CONTRACT FOR SNOW & ICE CONTROL SERVICES

SECTION 1

GENERAL CONDITIONS

THIS CONTRACT, made this ____ day of _____, 20__, by and between the VILLAGE of Round Lake, hereinafter called the "VILLAGE", an Illinois Municipal Corporation and _____, hereinafter called the "CONTRACTOR."

WITNESSETH:

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

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

1.02 TERM: The term of this Contract commences on October 15, 2016, and will terminate on June 15, 2017, unless otherwise terminated under the provisions of this Contract. The Village of Round Lake has two (2), one (1) year renewal options, which it may exercise in the sole and absolute discretion. Each option shall be for a one (1) year term commencing at the end of the previous term. Upon exercise of the option, this Agreement shall be renewed with no change in any of its provisions, except for the contract term period and except that the prices set forth in section 7.01 COMPENSATION shall be increased as follows: By an amount equal to the annual

percentage increase in the CPI as determined by comparing the CPI for the twelve month period ending June 30th of the current term; provided, however, that in no event shall the increase in said charges for any 12-month period be increased by less than one and a half (1.5) percent nor more than three (3) percent over the prior period's charges. For purposes of this section "CPI" shall mean the Chicago-Gary-Kenosha Consumer Price Index for all Urban Consumers, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor.

1.03 LABOR AND COSTS: The CONTRACTOR shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor, equipment, materials, supplies and the like, with the exception of de-icing materials, to perform the Work, as defined in Section 2 and as described in this Contract. The VILLAGE shall provide all de-icing materials used in accordance with this Contract. De-icing materials shall include any and all road salt and chemicals applied to VILLAGE streets, sidewalks, parking lots and other permanent surfaces to assist in clearing snow and ice.

1.04 INSURANCE: Required Coverages. CONTRACTOR shall, prior to and at all times while providing, performing, or completing the Work, procure, maintain, and keep in force, at CONTRACTOR'S expense, all insurance necessary to protect and hold 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 below should any damage or liability arise from the Work.

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's 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 comprehensive policy to insure liability for all automotive operations under the Contract 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. If any of the required insurance is not renewed, reduced, or cancelled, 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, and insure the Work performed under this Contract.
- c) Subcontractor Insurance. 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 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.

1.06 RELATIONSHIP OF THE PARTIES: CONTRACTOR, and its Subcontractors and Suppliers, shall act as independent CONTRACTORS and shall have the requisite control over the day-to-day operations required to provide, perform, and complete the Work. It is the Parties express intention that no right of supervision, requirement of approval, or other provision of this Contract, and no subsequent conduct of the VILLAGE or CONTRACTOR, shall be exercised in such a way that it could 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 monitoring and enforcing 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.

1.07 FAILURE TO PERFORM; REMEDIES: If at any time during this Contract CONTRACTOR fails or refuses to prosecute, or delays 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 attempts to assign this Contract or CONTRACTOR'S rights under this Contract, either in whole or in part, or falsely makes any representation or warranty in this Contract, or otherwise fails, refuses, or delays to perform or satisfy any other requirement of this Contract or fails to pay its debts as they come due ("Event of Default"), then the VILLAGE shall have the right, at its election and without prejudice to any other remedies provided by law or equity or under this Contract, to pursue any one or more of the following remedies:

- a) The VILLAGE may require CONTRACTOR, within such reasonable time as may be fixed by the VILLAGE, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work that is noncompliant with the terms of Work or prohibits completion of operations to complete the Work on schedule; 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 an equal amount of future payment from CONTRACTOR or recover from CONTRACTOR as reimbursement to the VILLAGE for all of its costs and expenses, including attorneys' fees and administrative costs.
- c) The VILLAGE may terminate this Contract immediately with written notice.
- 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.
- e) The VILLAGE may recover any damages suffered, directly or indirectly, as a result of CONTRACTOR's, or CONTRACTOR's assignee's, actions, willful conduct, negligence, or inaction.

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.

1.08 TERMINATION FOR CAUSE: In addition to its termination rights under Section 1.07 of this Contract, the VILLAGE reserves the right to terminate this Contract for Cause at any time during the term of the Contract, upon thirty (30) days written notice to the CONTRACTOR. Termination for Cause shall be defined as any of the following:

- i. Violation of this Contract including, but not limited to not providing the required number and type of equipment, not providing equipment that meets the minimum requirements of the Contract, not timely repairing equipment deficiencies as required by this Contract, not providing operators that meet the requirements of this Contract, not meeting the 1 hour response time to report in section 4.03 and section 4.04, not

adhering to the requirements in section 5.03 – Communication, and not adhering to or satisfying the requirements in section 5.01 – General Operating Procedures.

- ii. Causing damage to public and private property that is more extensive than what is commercially reasonable and customary.
- iii. Not timely completing the Work in accordance with this Contract.
- iv. Failure to provide adequate insurance as required by this Contract.

1.09 COMPLIANCE WITH LAWS AND REGULATIONS: CONTRACTOR shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the VILLAGE. CONTRACTOR shall also comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of

this Contract. The relevant provisions will be fully incorporated into the Contract by reference and set forth in full.

1.10 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 and its employees, agents, representatives, or assigns to perform the Work and services described herein.

1.11 INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR hereby agrees to defend, indemnify and hold harmless the VILLAGE, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the VILLAGE, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the CONTRACTOR, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the VILLAGE, its agents or employees, the CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents and employees in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same. CONTRACTOR expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents and employees as herein provided.

In addition to the requirements set forth above, CONTRACTOR (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under.

CONTRACTOR agrees to indemnify and defend the VILLAGE from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the VILLAGE may sustain as a result of personal injury claims by CONTRACTOR'S employees, except to the extent those claims arise as a result of the VILLAGE'S own negligence.

1.12 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.

1.13 BLANK:

1.14 PENALTIES: CONTRACTOR shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with CONTRACTOR'S, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. CONTRACTOR may contest any such fines or penalties in administrative or court proceedings; provided, however, that CONTRACTOR shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. CONTRACTOR shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

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

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

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

1.18 INTERFERENCE WITH PUBLIC CONTRACTING: CONTRACTOR certifies that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

1.19 SEXUAL HARASSMENT POLICY: CONTRACTOR certifies hereby that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

1.20 FREEDOM OF INFORMATION ACT: CONTRACTOR agrees to furnish all documentation related to this Agreement and any documentation related to the VILLAGE required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) days after VILLAGE issues notice of such request to CONTRACTOR. CONTRACTOR agrees to defend, indemnify and hold harmless the VILLAGE, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR’S, actual or alleged violation of the FOIA or CONTRACTOR’S failure to

furnish all documentation related to a request within five (5) days after VILLAGE issues notice of a request. Furthermore, should CONTRACTOR request that VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify and hold harmless the VILLAGE, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR's request to utilize a lawful exemption to the VILLAGE.

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

SECTION 2

DESCRIPTION OF WORK

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

2.02 CONTRACTOR DUTIES: The CONTRACTOR agrees to:

- a) Maintain 1 (one) VILLAGE route as designated by the VILLAGE that include streets and cul-de-sacs during all snow events in accordance with all sections of this Contract.
- b) Provide a minimum of 2 (two) trucks or 1 (one) truck and 1 (one) piece of equipment, such as a loader or skid steer, with operators upon callout from the VILLAGE; hereinafter called “Primary Equipment”.
- c) Complete paperwork as required in section 5.04 of this Contract.
- d) Accomplish Work in conformance with this Contract.
- e) Comply with all sections of this Contract.

SECTION 3

EQUIPMENT & PERSONNEL

3.01 EQUIPMENT:

The CONTRACTOR shall provide:

- 1) A minimum of 1 (one) truck equipped with the entire equipment set as described in this section 3.01.
 - a) Truck with a minimum Gross Combination Weight Rating (GCWR) of at least 26,000, the ability to carry 2.5 tons of salt, salt spreader, 10 foot plow and a truck-mounted liquid dispensing system capable of completing the Work as described in this Contract.
 - b) Trucks may be equipped with a hopper as an alternative to a dump box. The distance from the top of hopper to the ground shall **not** exceed 8 feet 6 inches.
 - c) Spreaders shall be capable of being calibrated for rate of salt application and adjusted from inside the cab of the truck.
 - d) Plows shall be hydraulically operated from inside the cab to include changing direction of plow.
 - e) Trucks with a functional trip mechanism (odometer).
 - f) Trucks shall be equipped with a truck mounted liquid dispensing system with a minimum 75 gallon tank capacity and the capability to be adjusted for the rate of application from inside the cab.
- 2) A minimum of 1 (one) additional truck, loader or skid-steer equipped with a minimum 7.5 foot plow or snow pusher.
- 3) Equipment that is clear of excessive hydraulic leaks. CONTRACTOR shall be responsible for the clean-up of such fluids and all associated expenses.
- 4) All fluids and fuel for equipment excluding de-icing materials.

- 5) Equipment MUST be in good working order and in general good repair, and work effectively to complete the Work. If the equipment is not in good working order, as determined by the VILLAGE, the CONTRACTOR shall work to correct the deficiency to the satisfaction of the VILLAGE within twenty-four (24) hours. Failure shall result in a violation of this Contract.

3.02 PERSONNEL: The CONTRACTOR shall provide:

- a) Operators sufficiently familiar with the equipment to efficiently clear spreader stoppages, effectively adjust spreading rates, change plow blades and effect minor repairs, when necessary.
- b) Operators fully licensed as required by all Federal and State Laws.
- c) Operators with the ability to meet a 1 hour response time to report to the Public Works Maintenance facility (751 W. Townline Road) after the VILLAGE calls out the CONTRACTOR.
- d) Operators sufficiently familiar with their assigned route. The CONTRACTOR shall assign a primary driver to the route who is expected to remain in that route for the entire year. The CONTRACTOR shall also designate a substitute driver who may replace the primary driver on occasion. The VILLAGE must be notified of any change in operators prior to an event.
- e) Operators that have fulfilled the training requirement as described in section 1.15 of this Contract.

3.03 QUALIFICATION OF EQUIPMENT & OPERATOR:

- a) Equipment: The CONTRACTOR shall provide the VILLAGE with a description of the Primary Equipment for each route, which shall include year, make, and model of each vehicle, plow size and spreader type. The CONTRACTOR may substitute trucks and equipment, provided they meet the required specifications as stated in this Contract and

only when specifically approved by the VILLAGE. The CONTRACTOR is responsible for all cost of operations, including all repairs to CONTRACTOR'S equipment.

- b) Operator: The CONTRACTOR shall provide the VILLAGE with identification of each operator and back-up operator for each route, which shall include operator's name, address, CDL identification number, class, restriction, expiration date and years of experience.

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

3.05 BREAKDOWNS: The CONTRACTOR shall notify the VILLAGE as soon as a malfunction occurs. If the malfunction cannot be corrected or back-up equipment is not brought in to finish the Work within 1 hour of the malfunction, penalties may be imposed in accordance with section 7.02. During an event, if a breakdown occurs, the CONTRACTOR may substitute the primary vehicle with a vehicle of similar specifications while the CONTRACTOR works to repair the primary vehicle(s).

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 Round Lake 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 and Ice Control Services.

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

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

Primary -	1 hour
Back-up-	1 hour (after breakdown)
- b) Fill out Village shift report before leaving the maintenance yard.
- c) Load truck with de-icing materials (unless trucks have been pre-loaded).
- d) Travel to the assigned route and begin operations.

If the CONTRACTOR believes he will not meet the required response time, he shall immediately call the VILLAGE to discuss any reason for the delay and to provide an estimated arrival time.

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

SECTION 5

OPERATING PROCEDURES

5.01 GENERAL OPERATING PROCEDURES:

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

cursing, swearing, making threats, speeding, and reckless driving. The VILLAGE reserves the right to prohibit operators who exhibit this type of behavior.

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

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

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

STAGE 3: Continue operation until pavement to wet

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

STAGE 5: Report apparent completion of route to VILLAGE representative

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

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

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

- f) Upon observing any unusual occurrence.

The CONTRACTOR'S operators shall monitor their cell phones at all times for messages from the VILLAGE representative. The VILLAGE shall have the capabilities to directly communicate by cell phone at all times with the CONTRACTOR. The costs for the CONTRACTOR'S Communication system (including hardware, service, and all related costs) are incidental to the contract price.

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

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

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

SECTION 6

MEASURING OF SNOW ACCUMULATION

6.01 MEASURING SNOW ACCUMULATION: The CONTRACTOR shall employ an independent firm(s) to measure snow and ice accumulation. The costs for these services are incidental to the contract price. Prior to the first snow event, the VILLAGE and CONTRACTOR will agree on and designate the snow accumulation measurement location(s) and firm(s) providing the service. The firm, 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 for every snow event from October 15 to May 15 of each year during the term of the Contract.
- Forward snow accumulation information to the VILLAGE and CONTRACTOR after each callout.
- This weather data will be the official data used to count snow accumulation for the purpose of determining payment according to Section 7.

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

SECTION 7

COMPENSATION

7.01 COMPENSATION: The costs for the CONTRACTOR'S performance of the Work as described in this Contract shall be based on actual snow accumulation totals per snow event according to the following table.

Service Level Accumulation Amounts	Cost For Snow and Ice Control Services Per Snow Event
0.0 - 1.9 Inches	\$
2.0 - 3.9 Inches	\$
4.0 - 5.9 Inches	\$
6.0 - 7.9 Inches	\$
8.0 - 9.9 Inches	\$
10.0 - 11.9 Inches	\$
12.0 - 14.9 Inches	\$
Per Inch Over 15.0 Inches	\$

The above cost includes performance of the snow and ice control services for all routes as defined in the Contract for each snow event. A “snow event” is a snow and/or ice precipitation occurrence, during which precipitation is not interrupted for a continuous period of 3 hours or more.

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

- a) Failure to respond to a callout as described in section 4.03 will result in a deduction of \$ 100.00 per occurrence.
- b) Each equipment malfunction, which takes more than 1 (one) hour to correct, or more than 1 (one) hour to provide sufficient back-up as described in section 3.05 will result in a deduction of \$ 50.00 for every hour, beyond the original 1 (one) hour to correct or provide proper back-up as outlined in Section 3.05. The deduction shall only apply for the actual time the VILLAGE places a vehicle in a route that the breakdown occurred.
- c) Any mailbox that is damaged beyond reasonable repair during plowing operations by the CONTRACTOR will result in a deduction of \$ 50.00 for each occurrence.

7.03 PAYMENT TERMS: During the term of this Contract and subject to any deductions pursuant to Section 1.07 and Section 7.02 of this Contract, the CONTRACTOR agrees to submit monthly invoices based on costs as described in Section 7.01 of this Contract. All payments will be remitted through U.S. Postal Service standard mail delivery, unless other arrangements are made. Payment for services shall be paid in sixty (60) days or less of the date of invoice.

VILLAGE OF ROUND LAKE
CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 20____, between The VILLAGE OF ROUND LAKE, acting by through the Board of Trustees, known as the party of the first part, and _____, his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Specifications hereinafter described and in full compliance with this agreement and the requirements of the Director of Public Works under it.

3. And it is also understood and agreed that the Specifications hereto attached, for the SNOW AND ICE CONTROL SERVICES, are all essential documents of this contract and are part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on thru date above mentioned.

Village of Round Lake

Attest: Patricia C. Blauvelt, Village Clerk

Daniel A. MacGillis, Mayor

For the Contractor

By _____

Attest:

President

VILLAGE OF ROUND LAKE PUBLIC CONTRACT STATEMENTS

The Village of Round Lake ("Village") is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village requires the following certification be acknowledged:

The below-signed bidder/contractor hereby certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Round Lake with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village requires the following certification:

The undersigned does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The undersigned supplier hereby represents and warrants to the Village as a term and condition of acceptance of this (Contract) that none of the following Village Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official) _____

Print Name of Contractor/Bidder/Supplier _____

Signature _____

Title _____

Subscribed and Sworn to before me this _____ day of _____, 201 ____.

Notary Public _____ Expiration Date _____

REFERENCES

The Contractor must list at least four (4) references, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied services similar in scope to those provided in these specifications.

Name: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

Name: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

Name: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

Name: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

Exhibit A

Location Map



Contract includes all streets and cul-de-sacs in the Bright Meadows Subdivision (highlighted blue). Main streets include Wildspring Road, Weeping Willow Road and Sweet Clover Road, etc.

The subdivision is located at the northeast corner of IL Rt. 120 and Cedar Lake Road. The contract does not include any work on Cedar Lake Road or IL Rt. 120.

Exhibit B
Snow Event Report

Date: _____

Company: _____

Employee Name: _____

Equipment used for this snow event (Ex. 3/4 ton pickup, skid steer, etc.):

Time on-site to begin snow and ice operations: _____

Time snow and ice operations were completed: _____

Tons of salt used: _____

Gallons of de-icing liquid used: _____

Note location and details of any damage caused by plowing operations (mailbox hit, parkway damage, etc.):

Additional Comments:

Signatures:

(Contractor Representative)

(Village Representative)