



VILLAGE OF BARRINGTON HILLS

REQUEST FOR PROPOSALS

Owner: Village of Barrington Hills
112 Algonquin Road
Barrington Hills, Illinois 60010

Owner will receive sealed proposals for the work generally described as follows:

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

3 - 1 Season Terms

Nov. 1, 2021 – Apr. 1, 2022

Nov. 1, 2022 – Apr. 1, 2023

Nov. 1, 2023 – April 1, 2024

TO BE SUBMITTED TO Village of Barrington Hills, 112 Algonquin Road, Barrington Hills, Illinois 60010, attention Village Clerk, **BEFORE 1:00 P.M. Tuesday, August 17, 2021.**

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals shall include the "Proposal Form" attached to this Request for Proposals and shall, to the extent possible, on Exhibit B include information requested in "Option 1" and "Option 2" as well as any "Additional Services" that could be provided in conjunction with this contract. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be opened publicly and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.



PROPOSAL FORM

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

November 1, 2021 – April 1, 2022

November 1, 2022 – April 1, 2023

November 1, 2023 – April 1, 2024

Full Name of Contractor: Cuba Township Road District ("Contractor")
Principal Office Address: 28160 W Cuba Rd, Barrington IL 60010
Contact Person: TJ Podgorski Office Phone: 8473817793
Cell Phone: 2245010740 Email: tpodgorski@cubaroads.org

TO: Village of Barrington Hills ("Village")
112 Algonquin Road
Barrington Hills, IL 60010
Attention: Village Clerk

Contractor warrants and represents that Contractor has carefully examined the Work Site described in Exhibit A and its environs and has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

I. Work Proposal

- A. Contract and Work. If this Contract is accepted, Contractor proposes, and agrees, that Contractor 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 and Village's written notification of acceptance in the form included in this set of documents, all of the following, all of which is herein referred to as the "Work":
1. 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 (salt, deicing liquids), supplies, information, data, and other means and items necessary for the plowing and removal of snow and the salting of the Village Roads (the "Work Site");
 2. Scope of Work. The Contractor will perform all work associated with the project that is required for successful snow removal and salting of the Work Site, being:

and owing to Contractor, or, in the event of no money then due and owing to make a demand on Contractor for same, which Contractor shall pay to the Village within 14 calendar days of receipt of notice of demand for payment.

11. It is expressly understood and agreed that any waiver on the part of the Village or any term, provision, or covenant of this Agreement shall not constitute a precedent nor bind the Village to a waiver of any succeeding breach of the same or any other of the terms, provisions, or covenants of this Agreement.
12. It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the work referred to herein, subject to the terms of this Agreement and that the Contractor or its employees, representatives or subcontractors are not agents or employees of the Village, with Contractor being an independent contractor.

C. Responsibility for Damage or Loss. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, damage done to, and any loss or injury suffered by, Village, the Work, the Work Site, or other property or persons as a result of the Work. The Contractor shall be responsible for resolving claims of private parties for damage directly with the affected party. The Contractor shall provide a written report of the disposition of each claim to the Village. Any damages to private or Village property or roads resulting in a potential hazard are to be corrected immediately upon verbal notice and if not done, the Village shall have the right to have said damage corrected and deduct the cost of same from any payment due and owing to Contractor, or, in the event of no money then due and owing to make a demand on Contractor for same, which Contractor shall pay to the Village within 14 calendar days of receipt of notice of demand for payment

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

II. Contract Price Proposal. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall take in full payment for all Work and other matters set forth under Section I, Work Proposal, 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. For providing, performing, and completing all Work, the total Contract Price is listed in the Work by the Unit Price set forth in EXHIBIT B (AS PROVIDED BY CONTRACTOR). The total Contract price will be paid equally in monthly installments November – March.

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, and that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any

applies under contractor's, coverage rather than Village's.

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 combined single limit per occurrence for bodily injury, and property damage.
- \$1,000,000 per occurrence for personal injury.
- The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

Coverage is to be written on an "occurrence" basis. Coverage shall additionally be similar to the coverage noted in the attached Exhibit C and also include the following coverage:

- 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. Villages and Contractors Protective Liability (OCP):

Limits shall not be less than:

- \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5. Environmental Impairment/Pollution Liability:

Limits shall not be less than:

- \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

6. Umbrella Liability (if requested by Village)

Limits shall not be less than:

- \$3,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, 3, 4, 5, and 6 above.

33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

- D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor 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.

VII. Village's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice of such Event of Default, then Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Village may require Contractor, within such reasonable time as may be fixed by Village, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
- B. Village may have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Village in connection therewith.
- C. Village may terminate this Contract.
- D. Village may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Village as the result of any Event of Default or as a result of actions taken by Village in response to any Event of Default.
- E. Village may recover any damages suffered by Village.

VIII. Acknowledgements. In submitting this Contract, Contractor acknowledges and agrees that:

- A. Reliance. Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

writing and executed and delivered by Village and Contractor.

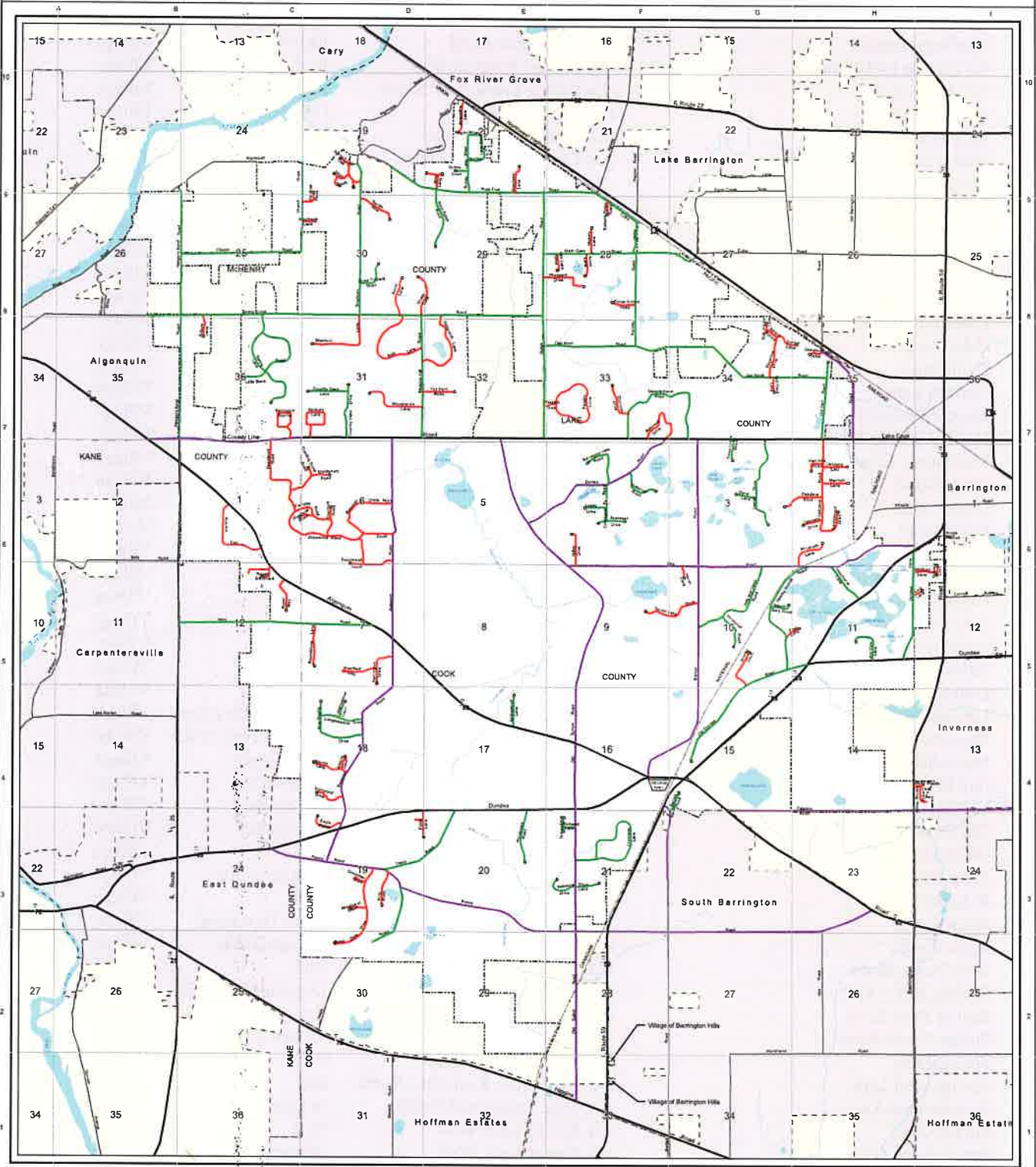
- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Village.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. Exhibits. Exhibits A, B, and C are hereby incorporated into and made a part of this Contract; provided, however, that to the extent there is a conflict between the terms of this Contract and any provision set forth in any exhibit, the terms of this Contract shall prevail.

Dated this 13th day of August, 2021.

Thomas J. Podgorski
Name of Authorized Representative


Signature of Authorized Representative

VILLAGE OF BARRINGTON HILLS ROAD JURISDICTION MAP



Legend

— Village — County — Outside Village
— Private — State

N
 0 0.125 0.25 0.5 0.75 1
 1 inch = 0.5 miles

Jurisdiction Mileage

State	17.20
County	20.50
Village	37.30
Private	24.40
Totals:	99.40



VILLAGE OF BARRINGTON HILLS
 112 ALGONQUIN ROAD
 BARRINGTON HILLS, ILLINOIS 60015-1199
 (847) 651-3200
 Revised: August 01, 2014
 Map Code: RJ11B24



Exhibit B

(Schedule of Prices to be Completed by Contractor)

Please complete both options if applicable

Option 1:

All Inclusive

Cost to include all plowing, materials, etc.

	Winter Season		
	2021-2022	2022-2023	2023-2024
Cost of Season			

Option 2:

Labor/Materials Billed Separately

	Winter Season		
	2021-2022	2022-2023	2023-2024
Cost of plowing	\$165,000.00	\$169,950.00	\$175,048.50
Cost of salt per application	\$77.55/ton	TBD - cms State Bid Pricing	TBD - cms State Bid Pricing
Cost of deicer per application (if applicable)	\$1.12/gal	TBD	TBD

Additional Services Available:

If the contractor is able to offer additional services of value to the Village, in conjunction with this agreement, please set forth the services and costs for them below, attach additional page if necessary.

Base price of contract includes the following:

- *Emergency tree removal (clear roadway)
- full cleanup billed for time and material
- *Temporary pothole patching, upon request
- *Anti-ice applications at hazardous locations
- *Mailbox repairs/replacement
- *Shoulder restoration caused by plow damage

6. All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by Village. This specifically includes any limitation imposed by a state statute, regulation, or case law including any workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to ensure that workers' compensation coverage applies under contractor's coverage rather than Village's if the Village is borrowing, leasing or in day-to-day control of contractor's employee.

C. All Coverages

Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds (Exhibit C), and with original endorsements affecting coverage required by this clause.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BARRINGTON HILLS, ILLINOIS, AND
THE CUBA TOWNSHIP ROAD DISTRICT, LAKE COUNTY, ILLINOIS**

This Intergovernmental Agreement (hereinafter, "Agreement") is entered into this _____ day of September, 2021, by and between the Village of Barrington Hills, an Illinois Home Rule municipal corporation (hereinafter, the "Village"), and the Cuba Township Road District, an Illinois unit of local government (hereinafter the "Road District").

RECITALS

WHEREAS, the Village, is a municipality lawfully organized and existing under the Constitution and laws of the State of Illinois; and, the Village is a home rule municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

WHEREAS, the Road District is a unit of local government established under the Illinois Highway Code, 605 ILCS 5/6-101, et. seq.; and,

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves, to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq. provides additional powers to units of local government that work together; and

WHEREAS, the Village Board of Trustees and the Road District have determined that it is in the best interests of each of them, respectively, to enter in to the terms of this Intergovernmental Agreement, and that their residents and constituents will receive benefits from this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed by and between the parties as follows:

SECTION 1: PRELIMINARY PARAGRAPHS. The preliminary paragraphs set forth above are incorporated herein as part of this Intergovernmental Agreement.

SECTION 2: TERM OF AGREEMENT. This Agreement shall commence immediately upon the signing of this document by the Road District Highway Commissioner and the approval of this Agreement by the Village's Board of Trustees. This Agreement shall terminate on April 1, 2024. Notwithstanding anything in this Agreement to the contrary, either Party may terminate this Agreement without cause upon one hundred eighty (180) days written notice to the other Party.

SECTION 3: SERVICES.

(a) The Road District shall provide such services to the Village as specified in Exhibit A. Additionally, the Road District agrees, at its sole cost, to repair promptly, weather conditions permitting, damage to public or private property due to its snow plowing, including but not limited to damage to mailboxes, sod and turf, driveways, signs and streets, including any damage caused by salt.

(b) Each year, prior to May 1, the Highway Commissioner and the Director of Administration for the Village will meet and confer on the service performance level and contract compliance. Should there be areas where service can be more closely aligned to the base contract, the Parties will work in good faith to amend the Agreement.

EXHIBIT A

SERVICES TO BE PERFORMED UNDER THIS AGREEMENT

It is the intention of this Agreement to provide for snow removal and ice control for all those roads located within the Village specified on Exhibit C attached hereto. These services shall include, but not necessarily be limited to the following;

- a. Snow plowing.
- b. Ice control.
- c. Salting.
- d. The removal of snow if snow accumulates in large amounts from intersections, but not including the costs of any necessary trucking of the snow to locations outside the Village.
- e. Restoring damaged mailboxes (temporary mailbox will be placed when immediate repair cannot be made.
 - * First option: repair existing mailbox and post
 - * Second option: install standard 4"x4" wood post and standard white or black mailbox
 - * Third option: homeowner may purchase their own mailbox and Cuba Township Road District will install
- f. Repair of shoulder damage done by snowplows and salt damage to lawns.

The aforesaid activities shall be carried out by the Road District in accordance with the "Village of Barrington Hill - Snow and Ice Maintenance Standards", attached hereto as Exhibit D on an "as needed" basis and as determined by the mutual agreement of the Highway Commissioner of Cuba with either the Village Administrator of the Village, the Village's Trustee in charge of roads, the Village's President or the Barrington Hills Police Department as agent for the Village, through consultation and mutual agreement as needed from time to time. Provided, however, that the Highway Commissioner of Cuba shall have the right to determine when snow plowing and/or ice control activities are necessary and when to begin these activities without first receiving any authorization from the Village or any official of the Village.

The Road District will supply necessary equipment to undertake the necessary activity as delineated above and will include the purchase of any additional equipment needed at the sole cost of the Road District.

MATERIALS:

The scope of this Agreement shall not include salt or liquid material. Any such material that is required to be applied to Village streets shall be determined by the Road District as necessary to reduce the pavement to base asphalt within a reasonable period of time depending on the severity of the snow and/or ice event. The cost thereof shall be billed monthly to Village separately at the actual cost incurred by Cuba in procuring the same without mark-up.

All other necessary materials to carry out the scope of this Agreement, including, but not limited to, equipment, fuel, and other associated materials shall be paid for solely by the Road District. No portion of the cost of such materials (other than salt and liquid materials as provided above) will be for the account of the Village.

COMMUNICATIONS:

- a. The Road District will notify the Village's Chief of Police and Trustee of Roads and Bridges by e-mail when snow removal crews begin working on Village roads. The Road District will endeavor during the event to inform the Village of progress and anticipated completion times as and when they are determined.
- b. The Road District subscribes to a private weather forecasting service which predicts snow events and issues snow alerts during a snow event as well as regular updates during the event. The Road District will promptly furnish the Village with copies of these reports not in an attempt to furnish the Village with a private weather forecasting service but as part of the Road District's notification procedures to the Village.

EXHIBIT B

TERMS OF PAYMENT

The Village shall pay the Road District on the following schedule for snow-plowing services, and the following within 30 days of being billed by the Road District for allowed material costs:.

Year	5 Installments	Annual
November 1 2021 – March 30, 2022	\$33,000.00	\$165,000.00
November 1, 2022 – March 30, 2023	\$33,99.00	\$169,950.00
November 1, 2023 – March 30, 2024	\$35,009.70	\$175,048.50

In the event that the Village fails to timely pay the Road District, the Road District shall be under no obligation to continue to perform the terms of this Agreement.

Village of Barrington Hills Roadway List by Jurisdiction

<u>Name</u>	<u>Length</u>	<u>From</u>	<u>To</u>	<u>Jurisdiction</u>
Aberdeen Drive	0.2	Crabapple Road	East & West	Village
Barrington Hills Road	0.5	Donlea Road North	End	Village
Braeburn Road	1.3	Spring Creek Road South	Plum Tree Road	Village
Buckley Road	0.8	Cuba Road South	Oak Knoll Road	Village
Butternut Road	0.4	Donlea Road South	End	Village
Caesar Drive	0.8	Lake Cook Road South	End	Village
Chapel Road	1	Haeger's Bend Road East	Church Road	Village
Church Road	0.7	Chapel Road North	River Road	Village
Country Oaks Drive	0.6	Lake Road Road North	End	Village
County Oaks Lane	0.3	Country Oaks Drive West	End	Village
Crabapple Road	0.3	Donlea Road South	End	Village
Creekside Lane	1.2	Old Sutton Road East	in Cricle	Village
Cross Timbers Road	0.3	Braeburn Road East	End	Village
Cuba Road	0.7	Merri Oaks	Plum Tree Road	Village
Dana Lane	0.2	Caesar Drive West	End	Village
Dundee Lane	1	Dundee Road (68) North	Route 59	Village
Haeger's Bend Road	2	Lake Cook Road North	Village Limits	Village
Hawley Woods Road	1.1	Otis Road South	Old Dundee Road	Village
Hawthorne Lane	0.4	Route 59 North	Otis Road	Village
Healy Road	0.7	Penny Road	Village Limits	Village
Healy Road	0.8	Dundee (48) Road	Penny Road	Village
Helm Road	0.8	Algonquin Road (62) West	Village Limits	Village
Hickory Lane	0.2	Merri Oaks Road North	End	Village
Hills & Dales Road	0.8	Brinker Road East	Otis Road	Village
Honeycut Road	0.2	Hills & Dales Road South	End	Village
Lake View Lane	0.4	Dundee Road (68) North	End	Village
Leeds Drive	0.2	Crabapple Road West	End	Village
Little Bend Road	0.7	Spring Lane	End	Village
Longmeadow Court	0.1	Longmeadow Drive North	End	Village
Longmeadow Drive	0.4	Bateman Road West	Rolling Hills Drive	Village
Meadow Hill Road	1	Lake Cook Road North	Spring Creek Road	Village
Merri-Oaks Road	0.7	Ridge Road East	Cuba Road	Village
Oak Knoll Road	2.4	Old Hart Road West	Ridge Road	Village
Old Bartlett Road	0.2	Bartlett Road	Cul-de-Sac	Village
Old Dundee Road	1.4	Routes 58 & 68 South	Cul-de-Sac	Village
Old Hart Road	0.6	Lake Cook Road North	End	Village
Plum Tree Road	1.7	C & NW Railroad West	Village Limits	Village
Rebecca Drive	0.3	Old Sutton Road West	End	Village
Ridge Road	2	Lake Cook Road North	Plum Tree Road	Village
River Road	0.5	Haeger's Bend Road South	Village Limits	Village
Rock Ridge Road	0.5	Plum Tree Road South	End	Village
Rolling Hills Drive	0.6	Bateman Road West	Longmeadow Drive	Village
Round Barn Road	0.2	Hawley Woods Road East	End	Village
Spring Creek Road	3.3	Ridge Road West	Village Limits	Village
Spring Lane	1	Spring Creek Road	End	Village
Springwood Lane	0.2	Algonquin Road (62) North	End	Village
Steeplechase Road	1.1	Lake Cook Road North	in Cricle	Village
Surrey Court	0.1	Surrey Lane West	End	Village
Surrey Lane East	0.1	Surrey Lane West	Wagon Wheel	Village
Surrey Lane West	0.7	Plum Tree Road North	End	Village
Tamarack Lane	0.2	Old Sutton Road West	End	Village
Three Lakes Road	0.2	Lake Cook Road South	End	Village
Tricia Lane	0.2	Old Sutton Road East	End	Village
Wagon Wheel Lane	0.2	Surrey Lane East	Surrey Lane West	Village
Woodcreek Road	0.5	Dundee Road (68) South	End	Village

TOTAL: 39.0

EXHIBIT D

VILLAGE OF BARRINGTON HILLS SNOW AND ICE MAINTENANCE STANDARDS

1. During the period commencing November 1 and ending April 1, or as seasonal conditions before or after those dates shall require, Cuba shall, within two (2) hours after receipt of a service request from the Village as provided herein, plow the roads, streets and highways designated on the Village Road Map provided to Cuba from time to time so as to enable the reasonable use of said roads, streets, and highways consistent with the weather conditions. In the event of snowfall occurring after 12:00 midnight, the best efforts of Cuba shall be completed to have snow removed and/or icy road surfaces on the designated streets treated by no later than 7:00am.
2. Plowing or surface treatment shall begin within two (2) hours after receiving a telephone request from the Village for winter maintenance services for all or part of the streets under the jurisdiction of the Village.
3. If this contract is accepted, Cuba Township Road District proposes, and agrees, that all work shall be fully provided, performed and completed in accordance with the following specifications:
 - A) Snowplowing and/or salting shall commence within two (2) hours and without notification when there is a minimum of one (1) inch accumulated snowfall or following notification by the Village Hall or Police Department.
 - B) During persistent snowfalls or period of blowing or normal snow clearing operations, no more than one (1) inch of snow shall be allowed to accumulate on the work site at any given time. Cuba Township Road District shall always remain in communication with Village by means of a cellular phone.
 - C) Special snow handling equipment (i.e., end loaders, bobcats, tractors) requiring special charges above and beyond Cuba Township Road District's normal snow plowing rates shall be utilized only with the Village Administrator's prior authorization. See Exhibit E.
 - D) All plowing will be completed within 8 hours of the end of the snowfall. In the event of snowfall occurring after 12:00 midnight, the best efforts of Cuba Township Road District shall be completed to have snow removed and/or icy surfaces on the designated streets treated no later than 7:00am.
 - E) The Cuba Township Road District shall provide rock salt and deicing materials.
 - F) During the existence of chronic ice, Cuba Township Road District shall implement an ongoing program for applying rock salt to assure maximum safety.
 - G) Village roads shall receive the highest priority with two (2) dedicated trucks.
 - H) The Cuba Township Road District will have all trucks marked with their name on both doors of trucks used.
 - I) The Cuba Township Road District may subcontract for additional snow removal in extraordinarily heavy snowfalls, (continuous snowfalls of 12" or more), with prior Village approval at rates not to exceed those contained herein unless the Director of Administration or Chief of Police approves higher rates in advance.
 - J) The Village retains the right to hire another independent contractor to fulfill any obligations of this Agreement which it deems not performed or not adequately performed by the Cuba Township Road District, with reasonable notice to the Cuba Township Road District, and the Cuba Township Road District agrees to reimburse the Village for any expenses incurred in excess of the Cuba Township Road District's hourly rates of service. The Village may deduct the cost of same from any payment due and owing to the Cuba Township Road District, or, in the event of no money then due and owing to make demand on the Cuba Township Road District for same, which the Cuba Township Road District shall pay to the Village within 14 calendar days of receipt of notice of demand for payment.
 - K) It is expressly understood and agreed that any waiver on the part of the Village or any term, provision, or covenant of this Agreement shall not constitute a precedent nor bind the Village to a waiver of any succeeding breach of the same or any other of the terms, provisions, or covenants of this Agreement.

L) It is mutually understood and agreed that the Cuba Township Road District shall have full control of the ways and means of performing the work referred to herein, subject to the terms of this Agreement and that the Cuba Township Road District or its employees, are not agents or employees of the Village, with the Cuba Township Road District being an independent contractor.

4. When unusually heavy (6" or more) snow falls within a twenty-four (24) hour period, exceptions to the above policy for clearance time may be made. In these cases, Cuba shall demonstrate to the satisfaction of the Village Engineer that it is making every attempt to clear the snow as quickly as possible with available equipment and/or is subcontracting needed assistance to satisfy the request for service. After these heavy (6" or more) snowfalls, snow shall be cleared from all roads within seventy-two (72) hours of when the snow stops.
5. Salt should be applied at a rate to be agreed to by the Village Engineer and the Highway Commissioner and may be adjusted depending on conditions. Salting shall be applied with an application rate of 200-400 lbs per lane mile.

EXHIBIT E

EQUIPMENT TYPE	Billable Cost Per Day
Wheel Loader	\$600.00
Leaf Vac Truck	\$350.00
Skid Loader	\$300.00
Hydraulic Skid Loader Attachments	\$100.00
Mini Excavator	\$350.00
Semi w/ Low Boy Trailer	\$450.00
Semi Dump Truck	\$400.00
Six Wheeler Dump	\$350.00
Four Wheeler Dump	\$275.00
One Ton Dump	\$225.00
Pickup Truck	\$150.00
Pickup Truck w/ fuel transfer Tank	\$175.00
Water Truck	\$300.00
Vactor Truck (Jetvac)	\$1,000.00
Jetter Trailer	\$250.00
Boom Mower	\$450.00
Roller	\$175.00
Aerial Boom Truck w/ Saws	\$450.00
Chipper truck & Chipper	\$450.00
HydroSeeder	\$50.00
Sign Message Board	\$125.00
Road Widener attachment	\$200.00
Street Sweeper	\$500.00
Concrete Mixer	\$75.00
Asphalt Hot Box	\$150.00
Diesel Generator Trailer	\$200.00
ROW Mowing Tractor	\$200.00
Single Axle Plow Truck/Salter	\$1,200.00 + driver
Tandem Axle Plow Truck/Salter	\$1,400.00 + driver
Special Plow/Salter w/Wing or Under Body Scrapper	\$1,600.00 + driver
3"/4" Trash Pumps	\$100.00
Labor Rate	\$40.28/HOUR
Overtime Rate	\$60.42/HOUR

* Labor rates are time and a half for Saturday, Sunday, and outside normal working hours

* Labor rates are double for Observed Holidays

* Rates are based on normal working hours from 7:00am - 3:00pm

* All daily equipment costs do not include an operator

* Rental equipment or specialty equipment will be billed at the actual cost

Skid Loader Attachments: Stump Grinder, Grapple Bucket, Concrete Hammer, Forks

Road Maintenance Services

- Pothole patching
- Shoulder repair
- Road resurfacing
- Crack sealing and routing
- Inspection of driveways and roads
- Animal carcass removal

Storm Water Services

- Culvert and catch basin services
- Cleaning of culverts and catch basins
- Culvert and storm drain maintenance
- Replacement of culverts and catch basins
- Ditching
- Reshaping and cleaning of road swales
- Inspection services for culverts

Roadway Sign Services

- Inspection
- Installation
- Maintenance
- Replacement of damaged signs

Forestry and Brush Services

- Forestry, brush and tree trimming services
- Roadside brush and grass cutting
- Mowing services
- Emergency tree and branch removal
- Storm clean up
- Rights of way tree and branch trimming
- Stump grinding
- Removal of diseased trees
- Residential brush pick up



VILLAGE OF BARRINGTON HILLS

REQUEST FOR PROPOSALS

Owner: Village of Barrington Hills
112 Algonquin Road
Barrington Hills, Illinois 60010

Owner will receive sealed proposals for the work generally described as follows:

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

3 - 1 Season Terms

Nov. 1, 2021 – Apr. 1, 2022

Nov. 1, 2022 – Apr. 1, 2023

Nov. 1, 2023 – April 1, 2024

TO BE SUBMITTED TO Village of Barrington Hills, 112 Algonquin Road, Barrington Hills, Illinois 60010, attention Village Clerk, **BEFORE 1:00 P.M. Tuesday, August 17, 2021.**

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals shall include the "Proposal Form" attached to this Request for Proposals and shall, to the extent possible, on Exhibit B include information requested in "Option 1" and "Option 2" as well as any "Additional Services" that could be provided in conjunction with this contract. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be opened publicly and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not prepared in accordance with these instructions may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

Dated this 30th day of July, 2021.

VILLAGE OF BARRINGTON HILLS

By: Anna Paul
Director of Administration



PROPOSAL FORM

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

November 1, 2021 – April 1, 2022

November 1, 2022 – April 1, 2023

November 1, 2023 – April 1, 2024

Full Name of Contractor: Mac's Property Management Services ("Contractor")
Principal Office Address: 1520 N Old Rand Road, Wauconda, IL 60084
Contact Person: David Maude Office Phone: 847-487-9400
Cell Phone: 847-431-3318 Email: dmaude@macssnow.com

TO: Village of Barrington Hills ("Village")
112 Algonquin Road
Barrington Hills, IL 60010
Attention: Village Clerk

Contractor warrants and represents that Contractor has carefully examined the Work Site described in Exhibit A and its environs and has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

I. Work Proposal

- A. **Contract and Work.** If this Contract is accepted, Contractor proposes, and agrees, that Contractor 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 and Village's written notification of acceptance in the form included in this set of documents, all of the following, all of which is herein referred to as the "Work":
1. **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 (salt, deicing liquids), supplies, information, data, and other means and items necessary for the plowing and removal of snow and the salting of the Village Roads (the "Work Site");
 2. **Scope of Work.** The Contractor will perform all work associated with the project that is required for successful snow removal and salting of the Work Site, being:

- i. Public Roads. Approximately 39 miles of public roads under the jurisdiction and control of the Village as shown on Exhibit A attached hereto.
 - ii. Term. The term commences on the 1st day of November and ends the 1st day of April, or as weather conditions before or after that date shall require.
 - iii. Term Renewal. This agreement will automatically renew twice unless either party gives the other written notice of termination before July 1 prior to the next term.
 3. Insurance. Procure and furnish all insurance certificates and policies of insurance specified in this Contract;
 4. Taxes. Pay all applicable federal, state, and local taxes;
 5. Miscellaneous. Do all things required under this Contract; and
 6. Quality. Provide, perform, and complete all the foregoing in a proper and workmanlike manner, consistent with highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract, 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 is accepted, Contractor proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:
1. Snowplowing and/or salting shall commence within two (2) hours and without notification when there is a minimum of one (1) inch of accumulated snowfall or following notification by the Village Hall or Police Department.
 2. During persistent snowfalls or period of blowing or normal snow clearing operations, no more than one (1) inch of snow shall be allowed to accumulate on the Work Site at any given time. Contractor shall always remain in communication with Village by means of a cellular phone.
 3. Special snow handling equipment (i.e., end loaders, bobcats, tractors) requiring special charges above and beyond contractor's normal snow plowing rates shall be utilized only with the Village Administrator's prior authorization.
 4. All plowing will be completed within 8 hours of the end of the snowfall; in addition, plowing is expected to be completed by 7:00 a.m. on any weekday.
 5. The Contractor shall provide rock salt and deicing materials.
 6. During the existence of chronic ice, Contractor shall implement an ongoing program for applying rock salt to assure maximum safety.
 7. Village roads shall receive the highest priority of all the work of Contractor.
 8. Contractor shall be required to have all trucks and equipment used in the Village of Barrington Hills, marked with its phone number on both doors of the trucks used.
 9. The Contractor may subcontract for additional snow removal in extraordinarily heavy snowfalls, (continuous snowfalls of 12" or more), with prior Village approval at rates not to exceed those contained herein unless the Director of Administration or Chief of Police approves higher rates in advance.
 10. The Village retains the right to hire another independent contractor to fulfill any obligations of this Agreement which it deems not performed or not adequately performed by Contractor, with reasonable notice to the Contractor, and Contractor agrees to reimburse the Village for any expenses incurred in excess of Contractor's hourly rates for service. The Village may deduct the cost of same from any payment due

and owing to Contractor, or, in the event of no money then due and owing to make a demand on Contractor for same, which Contractor shall pay to the Village within 14 calendar days of receipt of notice of demand for payment.

11. It is expressly understood and agreed that any waiver on the part of the Village or any term, provision, or covenant of this Agreement shall not constitute a precedent nor bind the Village to a waiver of any succeeding breach of the same or any other of the terms, provisions, or covenants of this Agreement.
12. It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the work referred to herein, subject to the terms of this Agreement and that the Contractor or its employees, representatives or subcontractors are not agents or employees of the Village, with Contractor being an independent contractor.

C. Responsibility for Damage or Loss. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, damage done to, and any loss or injury suffered by, Village, the Work, the Work Site, or other property or persons as a result of the Work. The Contractor shall be responsible for resolving claims of private parties for damage directly with the affected party. The Contractor shall provide a written report of the disposition of each claim to the Village. Any damages to private or Village property or roads resulting in a potential hazard are to be corrected immediately upon verbal notice and if not done, the Village shall have the right to have said damage corrected and deduct the cost of same from any payment due and owing to Contractor, or, in the event of no money then due and owing to make a demand on Contractor for same, which Contractor shall pay to the Village within 14 calendar days of receipt of notice of demand for payment

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

II. Contract Price Proposal. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall take in full payment for all Work and other matters set forth under Section I, Work Proposal, 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. For providing, performing, and completing all Work, the total Contract Price is listed in the Work by the Unit Price set forth in EXHIBIT B (AS PROVIDED BY CONTRACTOR). The total Contract price will be paid equally in monthly installments November – March.

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, and 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.

- C. **TIME OF PAYMENT.** It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Requests for payment by the Contractor submitted by the end of the first week of the month shall be paid by the Village at the end of the month. All payments may be subject to deduction or set-off by reason of any failure of Contractor to perform under this Contract. Each payment request shall include: Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested; Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; and any Contractor's certifications as may be required pursuant to the Prevailing Wage Act, 820 ILCS 130.

- III. **Contract Time Proposal.** If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall commence the Work as soon as needed, provided Contractor shall have furnished to Village all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall perform the Work diligently and continuously.

IV. **Financial Assurance.**

- A. **Insurance.** If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Village's acceptance of this Contract. Such insurance coverage shall be in form, and from companies, acceptable to 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 Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and deductibles shall be consistent with the coverage and requirements noted in the attached Exhibit C and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. **Workers' Compensation and Employer's Liability**

Limits shall not be less than:

- \$1,000,000 ea. accident-injury
- \$500,000 ea. employee-disease
- \$500,000 disease-policy

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the Village and will have in place a "NCCI Alternate Employer Endorsement (WC 000301)" to insure that workers' compensation coverage

applies under contractor's, coverage rather than Village's.

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 combined single limit per occurrence for bodily injury, and property damage.
- \$1,000,000 per occurrence for personal injury.
- The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

Coverage is to be written on an "occurrence" basis. Coverage shall additionally be similar to the coverage noted in the attached Exhibit C and also include the following coverage:

- 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. Villages and Contractors Protective Liability (OCP):

Limits shall not be less than:

- \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5. Environmental Impairment/Pollution Liability:

Limits shall not be less than:

- \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

6. Umbrella Liability (if requested by Village)

Limits shall not be less than:

- \$3,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, 3, 4, 5, and 6 above.

- B. **Indemnification.** If this Contract is accepted, to the fullest extent permitted by law, the 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 therefor, 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 therefor 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.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

- C. **Penalties.** If this Contract is accepted, Contractor proposes, and agrees, that 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 performance of, or failure to perform, the Work or any part thereof.

- V. **Firm Proposal.** All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Village accepts this Contract within 45 days after the date this sealed Contract is opened.

- VI. **Contractor's Representations and Warranties.** In order to induce Village to accept this Contract, Contractor hereby represents and warrants as follows:

- A. **The Work.** The Work, and all of its components, shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection I.B., above; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Village.

- B. **Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130, to the extent applicable.

- C. **Not Barred.** Contractor is not barred by law from contracting with Village or with any other unit of state or local government as a result of 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.

- D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor 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.

VII. Village's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice of such Event of Default, then Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Village may require Contractor, within such reasonable time as may be fixed by Village, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
- B. Village may have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Village in connection therewith.
- C. Village may terminate this Contract.
- D. Village may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Village as the result of any Event of Default or as a result of actions taken by Village in response to any Event of Default.
- E. Village may recover any damages suffered by Village.

VIII. Acknowledgements. In submitting this Contract, Contractor acknowledges and agrees that:

- A. Reliance. Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

- B. Reservation of Rights. Village reserves the right to reject any and all proposals, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the Instructions to Contractors.
- C. Acceptance. If this Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract and in Village's written notification of acceptance in the form included in this set of documents. Furthermore, acceptance of this Contract, together with the Contract 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. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Village without further notice of objection and shall be of no effect nor in any circumstances binding upon Village unless accepted by Village in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.
- D. Remedies. Each of the rights and remedies reserved to Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise; references in this Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Village, whether before or after Village's acceptance of this Contract; nor any information or data supplied by Village, whether before or after Village's acceptance of this Contract; nor any order by 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 Village; nor any extension of time granted by Village; nor any delay by Village in exercising any right under this Contract; nor any other act or omission of 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 Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Village.
- G. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract 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 shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to

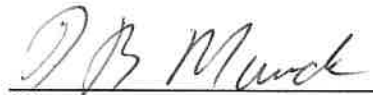
writing and executed and delivered by Village and Contractor.

- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Village.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. Exhibits. Exhibits A, B, and C are hereby incorporated into and made a part of this Contract; provided, however, that to the extent there is a conflict between the terms of this Contract and any provision set forth in any exhibit, the terms of this Contract shall prevail.

Dated this 16 day of August, 2021.

David Maude

Name of Authorized Representative



Signature of Authorized Representative



REQUEST FOR PROPOSALS

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

Exhibit A

(Village Street Map and List of Roads)



Exhibit B
(Schedule of Prices to be Completed by Contractor)

Please complete both options if applicable

Option 1:

All Inclusive
Cost to include all plowing, materials, etc.

	Winter Season		
	2021-2022	2022-2023	2023-2024
Cost of Season	172975	172975	176434

Option 2:

Labor/Materials Billed Separately

	Winter Season		
	2021-2022	2022-2023	2023-2024
Cost of plowing	3231	3231	3231
Cost of salt per application	4093	4093	4093
Cost of deicer per application (if applicable)			

Additional Services Available:

If the contractor is able to offer additional services of value to the Village, in conjunction with this agreement, please set forth the services and costs for them below, attach additional page if necessary.

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PROPERTY MANAGEMENT SERVICES

Snow & Ice Management - Landscaping Maintenance - Sweeping Services - Power Washing

Time and Material Rates 2021-23

ITEM	RATE per Hour
SKID Steer 10' PUSHER	\$120
TRUCK WITH 9' V PLOW	\$110
TRUCK WITH 12' PLOW AND SALTER	\$130
TRUCK WITH PLOW AND SPREADER/SPRAYER	\$110
WHEEL LOADER WITH 2 YARD BUCKET OR 12' PUSHER	\$180
DUMP TRUCK FOR HAULING SNOW	\$240
ATV/SIDEWALK TRACTOR	\$80
2 STAGE SNOW BLOWER	\$50
CREW MEMBER LABOR	\$50
HAND SNOW SHOVELING LABOR	\$50
SIDEWALK LABOR WITH SNOW BLOWER OR SHOVEL	\$50



Exhibit C
(Insurance Coverage)

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

1. The Village, its officials, agents, employees, and volunteers are to be covered as additional insured endorsements on ISO form CG2010 01/01 and CG2037 10/01 or substitute forms providing equivalent coverage: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.
2. The Contractor's insurance coverage shall be primary and not seek contribution from the Village as respects the Village, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees, and volunteers as additional insureds.

6. All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by Village. This specifically includes any limitation imposed by a state statute, regulation, or case law including any workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to ensure that workers' compensation coverage applies under contractor's coverage rather than Village's if the Village is borrowing, leasing or in day-to-day control of contractor's employee.

C. All Coverages

Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds (Exhibit C), and with original endorsements affecting coverage required by this clause.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.



ACCEPTANCE

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

November 1, 2021 – April 1, 2022

November 1, 2022 – April 1, 2023

November 1, 2023 – April 1, 2024

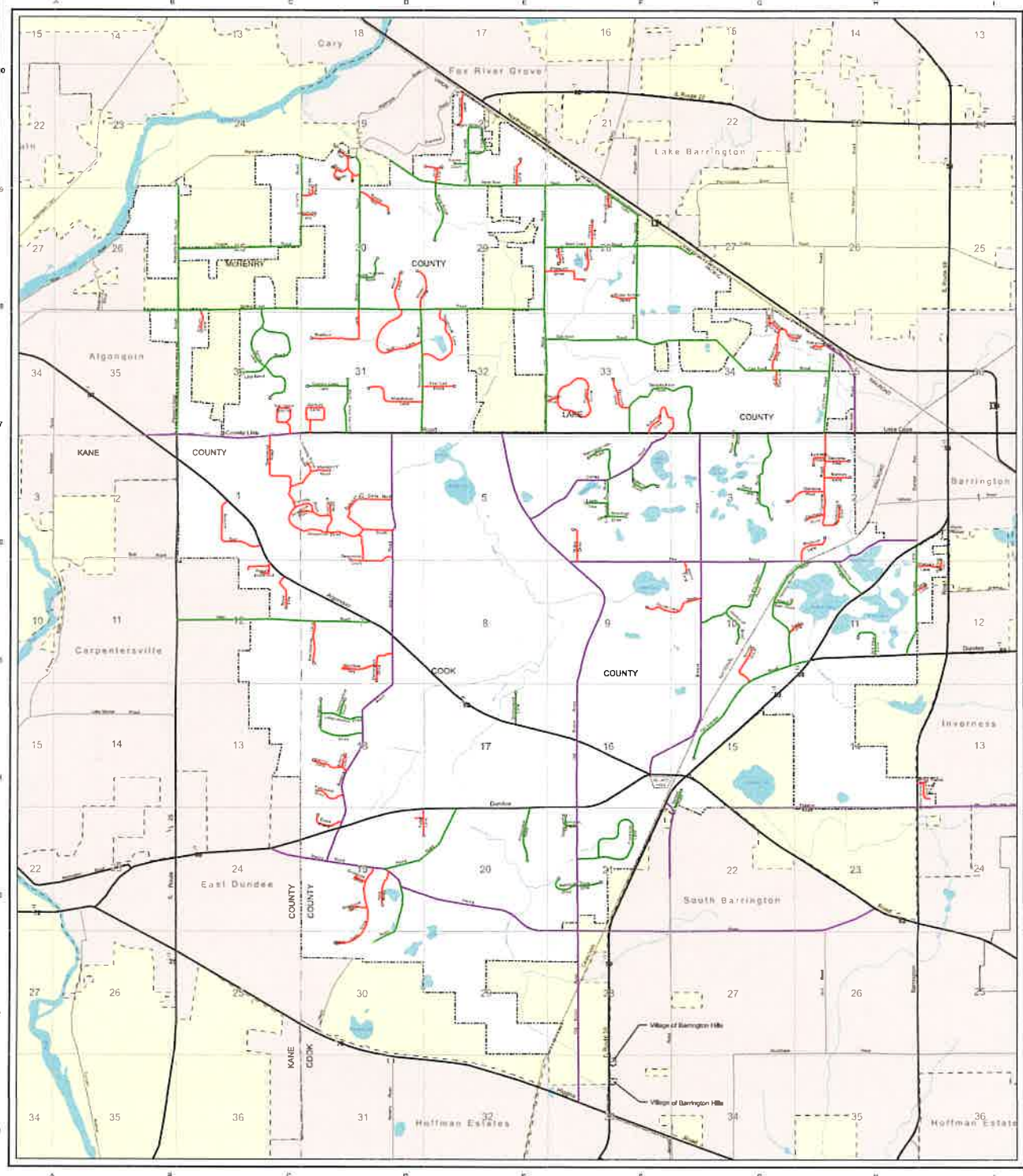
The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the Village of Barrington Hills ("Village") this _____ day of _____, 2021.

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

By: _____

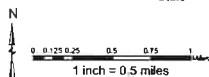
VILLAGE OF BARRINGTON HILLS ROAD JURISDICTION MAP



Legend

— Village — County — Outside Village

— Private — State



Jurisdiction	Mileage
State	17.20
County	20.50
Village	37.30
Private	24.40
Totals	99.40



VILLAGE OF BARRINGTON HILLS
112 ALGONQUIN ROAD
BARRINGTON HILLS, ILLINOIS 60015-1193
(815) 551-0000
Revised August 01, 2014
Map Code: RJ1624

Village of Barrington Hills Roadway List by Jurisdiction

<u>Name</u>	<u>Length</u>	<u>From</u>	<u>To</u>	<u>Jurisdiction</u>
Aberdeen Drive	0.2	Crabapple Road	East & West	Village
Barrington Hills Road	0.5	Donlea Road North	End	Village
Braeburn Road	1.3	Spring Creek Road South	Plum Tree Road	Village
Buckley Road	0.8	Cuba Road South	Oak Knoll Road	Village
Butternut Road	0.4	Donlea Road South	End	Village
Caesar Drive	0.8	Lake Cook Road South	End	Village
Chapel Road	1	Haeger's Bend Road East	Church Road	Village
Church Road	0.7	Chapel Road North	River Road	Village
Country Oaks Drive	0.6	Lake Road Road North	End	Village
County Oaks Lane	0.3	Country Oaks Drive West	End	Village
Crabapple Road	0.3	Donlea Road South	End	Village
Creeside Lane	1.2	Old Sutton Road East	in Cricle	Village
Cross Timbers Road	0.3	Braeburn Road East	End	Village
Cuba Road	0.7	Merri Oaks	Plum Tree Road	Village
Dana Lane	0.2	Caesar Drive West	End	Village
Dundee Lane	1	Dundee Road (68) North	Route 59	Village
Haeger's Bend Road	2	Lake Cook Road North	Village Limits	Village
Hawley Woods Road	1.1	Otis Road South	Old Dundee Road	Village
Hawthorne Lane	0.4	Route 59 North	Otis Road	Village
Healy Road	0.7	Penny Road	Village Limits	Village
Healy Road	0.8	Dundee (48) Road	Penny Road	Village
Helm Road	0.8	Algonquin Road (62) West	Village Limits	Village
Hickory Lane	0.2	Merri Oaks Road North	End	Village
Hills & Dales Road	0.8	Brinker Road East	Otis Road	Village
Honeycut Road	0.2	Hills & Dales Road South	End	Village
Lake View Lane	0.4	Dundee Road (68) North	End	Village
Leeds Drive	0.2	Crabapple Road West	End	Village
Little Bend Road	0.7	Spring Lane	End	Village
Longmeadow Court	0.1	Longmeadow Drive North	End	Village
Longmeadow Drive	0.4	Bateman Road West	Rolling Hills Drive	Village
Meadow Hill Road	1	Lake Cook Road North	Spring Creek Road	Village
Merri-Oaks Road	0.7	Ridge Road East	Cuba Road	Village
Oak Knoll Road	2.4	Old Hart Road West	Ridge Road	Village
Old Bartlett Road	0.2	Bartlett Road	Cul-de-Sac	Village
Old Dundee Road	1.4	Routes 58 & 68 South	Cul-de-Sac	Village
Old Hart Road	0.6	Lake Cook Road North	End	Village
Plum Tree Road	1.7	C & NW Railroad West	Village Limits	Village
Rebecca Drive	0.3	Old Sutton Road West	End	Village
Ridge Road	2	Lake Cook Road North	Plum Tree Road	Village
River Road	0.5	Haeger's Bend Road South	Village Limits	Village
Rock Ridge Road	0.5	Plum Tree Road South	End	Village
Rolling Hills Drive	0.6	Bateman Road West	Longmeadow Drive	Village
Round Barn Road	0.2	Hawley Woods Road East	End	Village
Spring Creek Road	3.3	Ridge Road West	Village Limits	Village
Spring Lane	1	Spring Creek Road	End	Village
Springwood Lane	0.2	Algonquin Road (62) North	End	Village
Steeplechase Road	1.1	Lake Cook Road North	in Cricle	Village
Surrey Court	0.1	Surrey Lane West	End	Village
Surrey Lane East	0.1	Surrey Lane West	Wagon Wheel	Village
Surrey Lane West	0.7	Plum Tree Road North	End	Village
Tamarack Lane	0.2	Old Sutton Road West	End	Village
Three Lakes Road	0.2	Lake Cook Road South	End	Village
Tricia Lane	0.2	Old Sutton Road East	End	Village
Wagon Wheel Lane	0.2	Surrey Lane East	Surrey Lane West	Village
Woodcreek Road	0.5	Dundee Road (68) South	End	Village
TOTAL:	39.0			



VILLAGE OF BARRINGTON HILLS

REQUEST FOR PROPOSALS

Owner: Village of Barrington Hills
112 Algonquin Road
Barrington Hills, Illinois 60010

Owner will receive sealed proposals for the work generally described as follows:

Snowplowing and Road Salting Services on Village of Barrington Hills Roads 3 - 1 Season Terms

Nov. 1, 2021 – Apr. 1, 2022

Nov. 1, 2022 – Apr. 1, 2023

Nov. 1, 2023 – April 1, 2024

TO BE SUBMITTED TO Village of Barrington Hills, 112 Algonquin Road, Barrington Hills, Illinois 60010, attention Village Clerk, **BEFORE 1:00 P.M. Tuesday, August 17, 2021.**

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals shall include the "Proposal Form" attached to this Request for Proposals and shall, to the extent possible, on Exhibit B include information requested in "Option 1" and "Option 2" as well as any "Additional Services" that could be provided in conjunction with this contract. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be opened publicly and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not prepared in accordance with these instructions may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

Dated this 30th day of July, 2021.

VILLAGE OF BARRINGTON HILLS

By: Anna Paul
Director of Administration



PROPOSAL FORM

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

November 1, 2021 – April 1, 2022

November 1, 2022 – April 1, 2023

November 1, 2023 – April 1, 2024

Full Name of Contractor: Milieu Design LLC ("Contractor")
Principal Office Address: 48 E. Hintz Rd Wheeling IL 60090
Contact Person: Eric Maloney Office Phone: 847-465-1160
Cell Phone: 847-525-8603 Email: Hello@milieuand.com

TO: Village of Barrington Hills ("Village")
112 Algonquin Road
Barrington Hills, IL 60010
Attention: Village Clerk

Contractor warrants and represents that Contractor has carefully examined the Work Site described in Exhibit A and its environs and has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

I. Work Proposal

A **Contract and Work.** If this Contract is accepted, Contractor proposes, and agrees, that Contractor 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 and Village's written notification of acceptance in the form included in this set of documents, all of the following, all of which is herein referred to as the "Work":

1. **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 (salt, deicing liquids), supplies, information, data, and other means and items necessary for the plowing and removal of snow and the salting of the Village Roads (the "Work Site");
2. **Scope of Work.** The Contractor will perform all work associated with the project that is required for successful snow removal and salting of the Work Site, being:

- i. Public Roads. Approximately 39 miles of public roads under the jurisdiction and control of the Village as shown on Exhibit A attached hereto.
 - ii. Term. The term commences on the 1st day of November and ends the 1st day of April, or as weather conditions before or after that date shall require.
 - iii. Term Renewal. This agreement will automatically renew twice unless either party gives the other written notice of termination before July 1 prior to the next term.
3. Insurance. Procure and furnish all insurance certificates and policies of insurance specified in this Contract;
 4. Taxes. Pay all applicable federal, state, and local taxes;
 5. Miscellaneous. Do all things required under this Contract; and
 6. Quality. Provide, perform, and complete all the foregoing in a proper and workmanlike manner, consistent with highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract, 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 is accepted, Contractor proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:
1. Snowplowing and/or salting shall commence within two (2) hours and without notification when there is a minimum of one (1) inch of accumulated snowfall or following notification by the Village Hall or Police Department.
 2. During persistent snowfalls or period of blowing or normal snow clearing operations, no more than one (1) inch of snow shall be allowed to accumulate on the Work Site at any given time. Contractor shall always remain in communication with Village by means of a cellular phone.
 3. Special snow handling equipment (i.e., end loaders, bobcats, tractors) requiring special charges above and beyond contractor's normal snow plowing rates shall be utilized only with the Village Administrator's prior authorization.
 4. All plowing will be completed within 8 hours of the end of the snowfall; in addition, plowing is expected to be completed by 7:00 a.m. on any weekday.
 5. The Contractor shall provide rock salt and deicing materials.
 6. During the existence of chronic ice, Contractor shall implement an ongoing program for applying rock salt to assure maximum safety.
 7. Village roads shall receive the highest priority of all the work of Contractor.
 8. Contractor shall be required to have all trucks and equipment used in the Village of Barrington Hills, marked with its phone number on both doors of the trucks used.
 9. The Contractor may subcontract for additional snow removal in extraordinarily heavy snowfalls, (continuous snowfalls of 12" or more), with prior Village approval at rates not to exceed those contained herein unless the Director of Administration or Chief of Police approves higher rates in advance.
 10. The Village retains the right to hire another independent contractor to fulfill any obligations of this Agreement which it deems not performed or not adequately performed by Contractor, with reasonable notice to the Contractor, and Contractor agrees to reimburse the Village for any expenses incurred in excess of Contractor's hourly rates for service. The Village may deduct the cost of same from any payment due

and owing to Contractor, or, in the event of no money then due and owing to make a demand on Contractor for same, which Contractor shall pay to the Village within 14 calendar days of receipt of notice of demand for payment.

11. It is expressly understood and agreed that any waiver on the part of the Village or any term, provision, or covenant of this Agreement shall not constitute a precedent nor bind the Village to a waiver of any succeeding breach of the same or any other of the terms, provisions, or covenants of this Agreement.
12. It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the work referred to herein, subject to the terms of this Agreement and that the Contractor or its employees, representatives or subcontractors are not agents or employees of the Village, with Contractor being an independent contractor.

C. Responsibility for Damage or Loss. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, damage done to, and any loss or injury suffered by, Village, the Work, the Work Site, or other property or persons as a result of the Work. The Contractor shall be responsible for resolving claims of private parties for damage directly with the affected party. The Contractor shall provide a written report of the disposition of each claim to the Village. Any damages to private or Village property or roads resulting in a potential hazard are to be corrected immediately upon verbal notice and if not done, the Village shall have the right to have said damage corrected and deduct the cost of same from any payment due and owing to Contractor, or, in the event of no money then due and owing to make a demand on Contractor for same, which Contractor shall pay to the Village within 14 calendar days of receipt of notice of demand for payment

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

II. Contract Price Proposal. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall take in full payment for all Work and other matters set forth under Section I, Work Proposal, 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. For providing, performing, and completing all Work, the total Contract Price is listed in the Work by the Unit Price set forth in EXHIBIT B (AS PROVIDED BY CONTRACTOR). The total Contract price will be paid equally in monthly installments November – March.

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, and 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.

- C. TIME OF PAYMENT. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Requests for payment by the Contractor submitted by the end of the first week of the month shall be paid by the Village at the end of the month. All payments may be subject to deduction or set-off by reason of any failure of Contractor to perform under this Contract. Each payment request shall include: Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested; Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; and any Contractor's certifications as may be required pursuant to the Prevailing Wage Act, 820 ILCS 130.

- III. Contract Time Proposal. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall commence the Work as soon as needed, provided Contractor shall have furnished to Village all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall perform the Work diligently and continuously.

IV. Financial Assurance.

- A. Insurance. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Village's acceptance of this Contract. Such insurance coverage shall be in form, and from companies, acceptable to 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 Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and deductibles shall be consistent with the coverage and requirements noted in the attached Exhibit C and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

- \$1,000,000 ea. accident-injury
- \$500,000 ea. employee-disease
- \$500,000 disease-policy

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the Village and will have in place a "NCCI Alternate Employer Endorsement (WC 000301)" to insure that workers' compensation coverage

applies under contractor's, coverage rather than Village's.

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 combined single limit per occurrence for bodily injury, and property damage.
- \$1,000,000 per occurrence for personal injury.
- The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

Coverage is to be written on an "occurrence" basis. Coverage shall additionally be similar to the coverage noted in the attached Exhibit C and also include the following coverage:

- 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. Villages and Contractors Protective Liability (OCP):

Limits shall not be less than:

- \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5. Environmental Impairment/Pollution Liability:

Limits shall not be less than:

- \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

6. Umbrella Liability (if requested by Village)

Limits shall not be less than:

- \$3,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, 3, 4, 5, and 6 above.

- B. **Indemnification.** If this Contract is accepted, to the fullest extent permitted by law, the 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 therefor, 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 therefor 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.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

- C. **Penalties.** If this Contract is accepted, Contractor proposes, and agrees, that 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 performance of, or failure to perform, the Work or any part thereof.

- V. **Firm Proposal.** All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Village accepts this Contract within 45 days after the date this sealed Contract is opened.

- VI. **Contractor's Representations and Warranties.** In order to induce Village to accept this Contract, Contractor hereby represents and warrants as follows:

- A. **The Work.** The Work, and all of its components, shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection I.B., above; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Village.

- B. **Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130, to the extent applicable.

- C. **Not Barred.** Contractor is not barred by law from contracting with Village or with any other unit of state or local government as a result of 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.

- D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor 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.

VII. Village's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice of such Event of Default, then Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Village may require Contractor, within such reasonable time as may be fixed by Village, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
- B. Village may have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Village in connection therewith.
- C. Village may terminate this Contract.
- D. Village may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Village as the result of any Event of Default or as a result of actions taken by Village in response to any Event of Default.
- E. Village may recover any damages suffered by Village.

VIII. Acknowledgements. In submitting this Contract, Contractor acknowledges and agrees that:

- A. Reliance. Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

- B. Reservation of Rights. Village reserves the right to reject any and all proposals, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the Instructions to Contractors.
- C. Acceptance. If this Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract and in Village's written notification of acceptance in the form included in this set of documents. Furthermore, acceptance of this Contract, together with the Contract 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. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Village without further notice of objection and shall be of no effect nor in any circumstances binding upon Village unless accepted by Village in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.
- D. Remedies. Each of the rights and remedies reserved to Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise; references in this Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Village, whether before or after Village's acceptance of this Contract; nor any information or data supplied by Village, whether before or after Village's acceptance of this Contract; nor any order by 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 Village; nor any extension of time granted by Village; nor any delay by Village in exercising any right under this Contract; nor any other act or omission of 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 Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Village.
- G. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract 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 shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to

writing and executed and delivered by Village and Contractor.

- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Village.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. Exhibits. Exhibits A, B, and C are hereby incorporated into and made a part of this Contract; provided, however, that to the extent there is a conflict between the terms of this Contract and any provision set forth in any exhibit, the terms of this Contract shall prevail.

Dated this 16 day of August, 2021.

Brian Frank
Name of Authorized Representative


Signature of Authorized Representative



REQUEST FOR PROPOSALS

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

Exhibit A
(Village Street Map and List of Roads)



Exhibit B

(Schedule of Prices to be Completed by Contractor)

Please complete both options if applicable

Option 1:

All Inclusive

Cost to include all plowing, materials, etc.

	Winter Season		
	2021-2022	2022-2023	2023-2024
Cost of Season	\$220,000	\$225,000	\$230,000

Option 2:

Labor/Materials Billed Separately

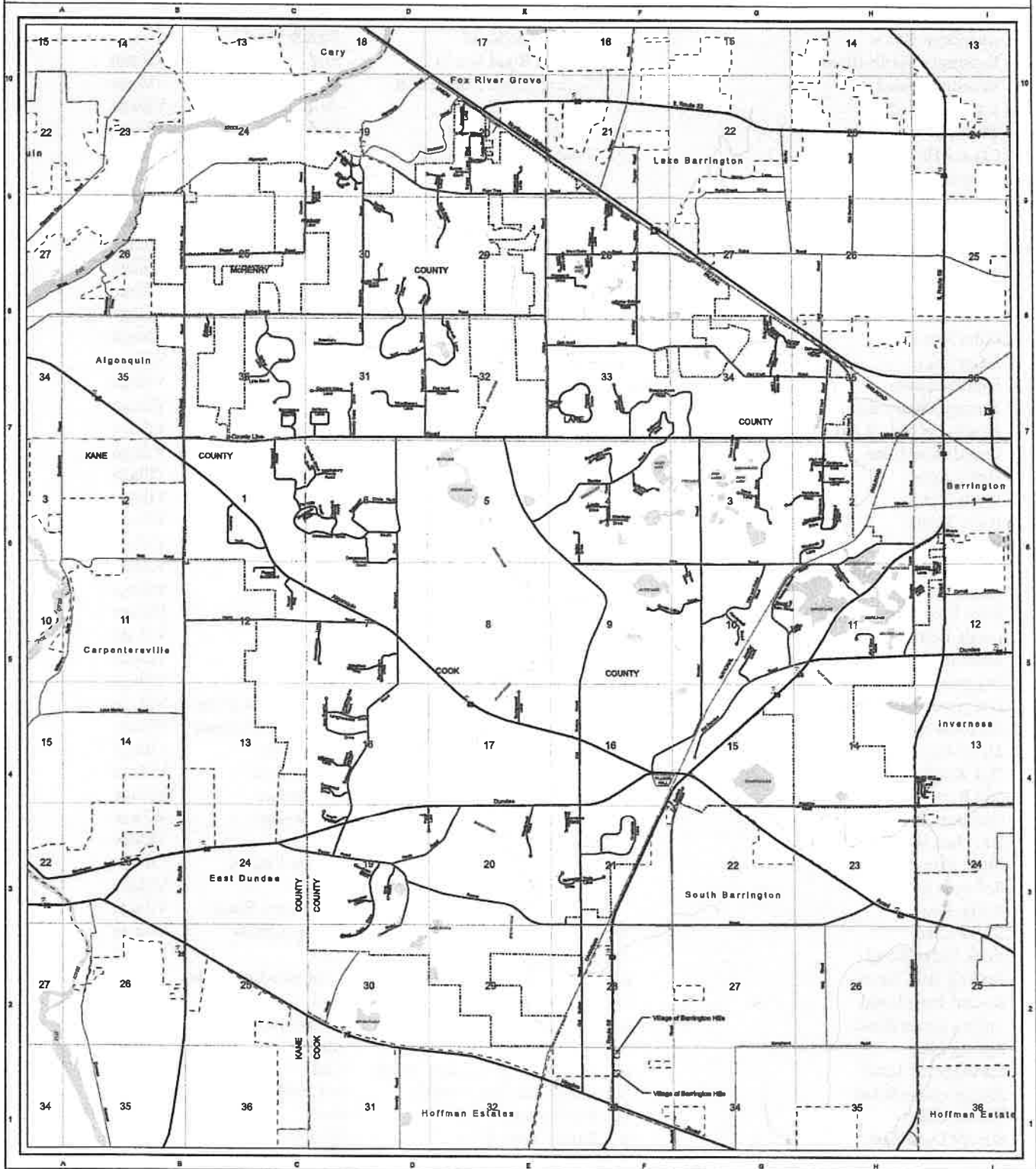
	Winter Season		
	2021-2022	2022-2023	2023-2024
Cost of plowing	\$100,000	\$102,000	\$104,000
Cost of salt per application	\$6,500	\$7,000	\$7,500
Cost of deicer per application (if applicable)	\$8,000	\$8,500	\$9,000

Additional Services Available:

If the contractor is able to offer additional services of value to the Village, in conjunction with this agreement, please set forth the services and costs for them below, attach additional page if necessary.

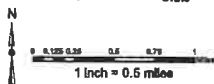
Milieu offers skidsteer + snow removal services at various + \$m rates.

VILLAGE OF BARRINGTON HILLS ROAD JURISDICTION MAP



Legend

— Village — County — Outside Village
 — Private — State



Jurisdiction	Mileage
State	17.20
County	20.50
Village	37.90
Private	24.40
Total:	99.40



VILLAGE OF BARRINGTON HILLS
 17 ALABAMA ROAD
 BARRINGTON HILLS, ILLINOIS 60015-1199
 (847) 981-1000
 Revised August 01, 2014
 Map Date: 6/1/2014

Village of Barrington Hills **Roadway List by Jurisdiction**

<u>Name</u>	<u>Length</u>	<u>From</u>	<u>To</u>	<u>Jurisdiction</u>
Aberdeen Drive	0.2	Crabapple Road	East & West	Village
Barrington Hills Road	0.5	Donlea Road North	End	Village
Braeburn Road	1.3	Spring Creek Road South	Plum Tree Road	Village
Buckley Road	0.8	Cuba Road South	Oak Knoll Road	Village
Butternut Road	0.4	Donlea Road South	End	Village
Caesar Drive	0.8	Lake Cook Road South	End	Village
Chapel Road	1	Haeger's Bend Road East	Church Road	Village
Church Road	0.7	Chapel Road North	River Road	Village
Country Oaks Drive	0.6	Lake Road Road North	End	Village
County Oaks Lane	0.3	Country Oaks Drive West	End	Village
Crabapple Road	0.3	Donlea Road South	End	Village
Creekside Lane	1.2	Old Sutton Road East	in Cricle	Village
Cross Timbers Road	0.3	Braeburn Road East	End	Village
Cuba Road	0.7	Merri Oaks	Plum Tree Road	Village
Dana Lane	0.2	Caesar Drive West	End	Village
Dundee Lane	1	Dundee Road (68) North	Route 59	Village
Haeger's Bend Road	2	Lake Cook Road North	Village Limits	Village
Hawley Woods Road	1.1	Otis Road South	Old Dundee Road	Village
Hawthorne Lane	0.4	Route 59 North	Otis Road	Village
Healy Road	0.7	Penny Road	Village Limits	Village
Healy Road	0.8	Dundee (48) Road	Penny Road	Village
Helm Road	0.8	Algonquin Road (62) West	Village Limits	Village
Hickory Lane	0.2	Merri Oaks Road North	End	Village
Hills & Dales Road	0.8	Brinker Road East	Otis Road	Village
Honeycut Road	0.2	Hills & Dales Road South	End	Village
Lake View Lane	0.4	Dundee Road (68) North	End	Village
Leeds Drive	0.2	Crabapple Road West	End	Village
Little Bend Road	0.7	Spring Lane	End	Village
Longmeadow Court	0.1	Longmeadow Drive North	End	Village
Longmeadow Drive	0.4	Bateman Road West	Rolling Hills Drive	Village
Meadow Hill Road	1	Lake Cook Road North	Spring Creek Road	Village
Merri-Oaks Road	0.7	Ridge Road East	Cuba Road	Village
Oak Knoll Road	2.4	Old Hart Road West	Ridge Road	Village
Old Bartlett Road	0.2	Bartlett Road	Cul-de-Sac	Village
Old Dundee Road	1.4	Routes 58 & 68 South	Cul-de-Sac	Village
Old Hart Road	0.6	Lake Cook Road North	End	Village
Plum Tree Road	1.7	C & NW Railroad West	Village Limits	Village
Rebecca Drive	0.3	Old Sutton Road West	End	Village
Ridge Road	2	Lake Cook Road North	Plum Tree Road	Village
River Road	0.5	Haeger's Bend Road South	Village Limits	Village
Rock Ridge Road	0.5	Plum Tree Road South	End	Village
Rolling Hills Drive	0.6	Bateman Road West	Longmeadow Drive	Village
Round Barn Road	0.2	Hawley Woods Road East	End	Village
Spring Creek Road	3.3	Ridge Road West	Village Limits	Village
Spring Lane	1	Spring Creek Road	End	Village
Springwood Lane	0.2	Algonquin Road (62) North	End	Village
Steeplechase Road	1.1	Lake Cook Road North	in Cricle	Village
Surrey Court	0.1	Surrey Lane West	End	Village
Surrey Lane East	0.1	Surrey Lane West	Wagon Wheel	Village
Surrey Lane West	0.7	Plum Tree Road North	End	Village
Tamarack Lane	0.2	Old Sutton Road West	End	Village
Three Lakes Road	0.2	Lake Cook Road South	End	Village
Tricia Lane	0.2	Old Sutton Road East	End	Village
Wagon Wheel Lane	0.2	Surrey Lane East	Surrey Lane West	Village
Woodcreek Road	0.5	Dundee Road (68) South	End	Village
TOTAL:		39.0		



Exhibit C
(Insurance Coverage)

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

1. The Village, its officials, agents, employees, and volunteers are to be covered as additional insured endorsements on ISO form CG2010 01/01 and CG2037 10/01 or substitute forms providing equivalent coverage: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.
2. The Contractor's insurance coverage shall be primary and not seek contribution from the Village as respects the Village, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees, and volunteers as additional insureds.

6. All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by Village. This specifically includes any limitation imposed by a state statute, regulation, or case law including any workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to ensure that workers' compensation coverage applies under contractor's coverage rather than Village's if the Village is borrowing, leasing or in day-to-day control of contractor's employee.

C. All Coverages

Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds (Exhibit C), and with original endorsements affecting coverage required by this clause.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.



ACCEPTANCE

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

November 1, 2021 – April 1, 2022

November 1, 2022 – April 1, 2023

November 1, 2023 – April 1, 2024

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the Village of Barrington Hills ("Village") this _____ day of _____, 2021.

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

By: _____



VILLAGE OF BARRINGTON HILLS

REQUEST FOR PROPOSALS

Owner: Village of Barrington Hills
112 Algonquin Road
Barrington Hills, Illinois 60010

Owner will receive sealed proposals for the work generally described as follows:

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

3 - 1 Season Terms

Nov. 1, 2021 – Apr. 1, 2022

Nov. 1, 2022 – Apr. 1, 2023

Nov. 1, 2023 – April 1, 2024

TO BE SUBMITTED TO Village of Barrington Hills, 112 Algonquin Road, Barrington Hills, Illinois 60010, attention Village Clerk, **BEFORE 1:00 P.M. Tuesday, August 17, 2021.**

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals shall include the "Proposal Form" attached to this Request for Proposals and shall, to the extent possible, on Exhibit B include information requested in "Option 1" and "Option 2" as well as any "Additional Services" that could be provided in conjunction with this contract. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be opened publicly and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not prepared in accordance with these instructions may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

Dated this 30th day of July, 2021.

VILLAGE OF BARRINGTON HILLS

By: Anna Paul
Director of Administration



PROPOSAL FORM

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

November 1, 2021 – April 1, 2022

November 1, 2022 – April 1, 2023

November 1, 2023 – April 1, 2024

Full Name of Contractor: Plote Construction Inc. ("Contractor")
Principal Office Address: 1100 Brandt Drive, Hoffman Estates, IL 60192
Contact Person: William T. Madden Office Phone: (847) 695-9300
Cell Phone: (847) 695-9300 Email: bids@plote.com

TO: Village of Barrington Hills ("Village")
112 Algonquin Road
Barrington Hills, IL 60010
Attention: Village Clerk

Contractor warrants and represents that Contractor has carefully examined the Work Site described in Exhibit A and its environs and has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

I. Work Proposal

- A. Contract and Work. If this Contract is accepted, Contractor proposes, and agrees, that Contractor 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 and Village's written notification of acceptance in the form included in this set of documents, all of the following, all of which is herein referred to as the "Work":
1. 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 (salt, deicing liquids), supplies, information, data, and other means and items necessary for the plowing and removal of snow and the salting of the Village Roads (the "Work Site");
 2. Scope of Work. The Contractor will perform all work associated with the project that is required for successful snow removal and salting of the Work Site, being:

- i. Public Roads. Approximately 39 miles of public roads under the jurisdiction and control of the Village as shown on Exhibit A attached hereto.
 - ii. Term. The term commences on the 1st day of November and ends the 1st day of April, or as weather conditions before or after that date shall require.
 - iii. Term Renewal. This agreement will automatically renew twice unless either party gives the other written notice of termination before July 1 prior to the next term.
 3. Insurance. Procure and furnish all insurance certificates and policies of insurance specified in this Contract;
 4. Taxes. Pay all applicable federal, state, and local taxes;
 5. Miscellaneous. Do all things required under this Contract; and
 6. Quality. Provide, perform, and complete all the foregoing in a proper and workmanlike manner, consistent with highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract, 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 is accepted, Contractor proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:
1. Snowplowing and/or salting shall commence within two (2) hours and without notification when there is a minimum of one (1) inch of accumulated snowfall or following notification by the Village Hall or Police Department.
 2. During persistent snowfalls or period of blowing or normal snow clearing operations, no more than one (1) inch of snow shall be allowed to accumulate on the Work Site at any given time. Contractor shall always remain in communication with Village by means of a cellular phone.
 3. Special snow handling equipment (i.e., end loaders, bobcats, tractors) requiring special charges above and beyond contractor's normal snow plowing rates shall be utilized only with the Village Administrator's prior authorization.
 4. All plowing will be completed within 8 hours of the end of the snowfall; in addition, plowing is expected to be completed by 7:00 a.m. on any weekday.
 5. The Contractor shall provide rock salt and deicing materials.
 6. During the existence of chronic ice, Contractor shall implement an ongoing program for applying rock salt to assure maximum safety.
 7. Village roads shall receive the highest priority of all the work of Contractor.
 8. Contractor shall be required to have all trucks and equipment used in the Village of Barrington Hills, marked with its phone number on both doors of the trucks used.
 9. The Contractor may subcontract for additional snow removal in extraordinarily heavy snowfalls, (continuous snowfalls of 12" or more), with prior Village approval at rates not to exceed those contained herein unless the Director of Administration or Chief of Police approves higher rates in advance.
 10. The Village retains the right to hire another independent contractor to fulfill any obligations of this Agreement which it deems not performed or not adequately performed by Contractor, with reasonable notice to the Contractor, and Contractor agrees to reimburse the Village for any expenses incurred in excess of Contractor's hourly rates for service. The Village may deduct the cost of same from any payment due

and owing to Contractor, or, in the event of no money then due and owing to make a demand on Contractor for same, which Contractor shall pay to the Village within 14 calendar days of receipt of notice of demand for payment.

11. It is expressly understood and agreed that any waiver on the part of the Village or any term, provision, or covenant of this Agreement shall not constitute a precedent nor bind the Village to a waiver of any succeeding breach of the same or any other of the terms, provisions, or covenants of this Agreement.
12. It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the work referred to herein, subject to the terms of this Agreement and that the Contractor or its employees, representatives or subcontractors are not agents or employees of the Village, with Contractor being an independent contractor.

C. Responsibility for Damage or Loss. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, damage done to, and any loss or injury suffered by, Village, the Work, the Work Site, or other property or persons as a result of the Work. The Contractor shall be responsible for resolving claims of private parties for damage directly with the affected party. The Contractor shall provide a written report of the disposition of each claim to the Village. Any damages to private or Village property or roads resulting in a potential hazard are to be corrected immediately upon verbal notice and if not done, the Village shall have the right to have said damage corrected and deduct the cost of same from any payment due and owing to Contractor, or, in the event of no money then due and owing to make a demand on Contractor for same, which Contractor shall pay to the Village within 14 calendar days of receipt of notice of demand for payment

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

II. Contract Price Proposal. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall take in full payment for all Work and other matters set forth under Section I, Work Proposal, 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. For providing, performing, and completing all Work, the total Contract Price is listed in the Work by the Unit Price set forth in EXHIBIT B (AS PROVIDED BY CONTRACTOR). The total Contract price will be paid equally in monthly installments November – March.

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, and 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.

- C. **TIME OF PAYMENT.** It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Requests for payment by the Contractor submitted by the end of the first week of the month shall be paid by the Village at the end of the month. All payments may be subject to deduction or set-off by reason of any failure of Contractor to perform under this Contract. Each payment request shall include: Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested; Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; and any Contractor's certifications as may be required pursuant to the Prevailing Wage Act, 820 ILCS 130.

- III. **Contract Time Proposal.** If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall commence the Work as soon as needed, provided Contractor shall have furnished to Village all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall perform the Work diligently and continuously.

IV. **Financial Assurance.**

- A. **Insurance.** If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Village's acceptance of this Contract. Such insurance coverage shall be in form, and from companies, acceptable to 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 Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and deductibles shall be consistent with the coverage and requirements noted in the attached Exhibit C and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. **Workers' Compensation and Employer's Liability**

Limits shall not be less than:

- \$1,000,000 ea. accident-injury
- \$500,000 ea. employee-disease
- \$500,000 disease-policy

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the Village and will have in place a "NCCI Alternate Employer Endorsement (WC 000301)" to insure that workers' compensation coverage

applies under contractor's, coverage rather than Village's.

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 combined single limit per occurrence for bodily injury, and property damage.
- \$1,000,000 per occurrence for personal injury.
- The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

Coverage is to be written on an "occurrence" basis. Coverage shall additionally be similar to the coverage noted in the attached Exhibit C and also include the following coverage:

- 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. Villages and Contractors Protective Liability (OCP):

Limits shall not be less than:

- \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5. Environmental Impairment/Pollution Liability:

Limits shall not be less than:

- \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

6. Umbrella Liability (if requested by Village)

Limits shall not be less than:

- \$3,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, 3, 4, 5, and 6 above.

- B. Indemnification. If this Contract is accepted, to the fullest extent permitted by law, the 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 therefor, 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 therefor 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.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

- C. Penalties. If this Contract is accepted, Contractor proposes, and agrees, that 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 performance of, or failure to perform, the Work or any part thereof.

- V. Firm Proposal. All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Village accepts this Contract within 45 days after the date this sealed Contract is opened.

- VI. Contractor's Representations and Warranties. In order to induce Village to accept this Contract, Contractor hereby represents and warrants as follows:

- A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection I.B., above; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Village.

- B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130, to the extent applicable.

- C. Not Barred. Contractor is not barred by law from contracting with Village or with any other unit of state or local government as a result of 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.

- D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor 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.

VII. Village's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice of such Event of Default, then Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Village may require Contractor, within such reasonable time as may be fixed by Village, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
- B. Village may have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Village in connection therewith.
- C. Village may terminate this Contract.
- D. Village may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Village as the result of any Event of Default or as a result of actions taken by Village in response to any Event of Default.
- E. Village may recover any damages suffered by Village.

VIII. Acknowledgements. In submitting this Contract, Contractor acknowledges and agrees that:

- A. Reliance. Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

- B. Reservation of Rights. Village reserves the right to reject any and all proposals, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the Instructions to Contractors.
- C. Acceptance. If this Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract and in Village's written notification of acceptance in the form included in this set of documents. Furthermore, acceptance of this Contract, together with the Contract 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. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Village without further notice of objection and shall be of no effect nor in any circumstances binding upon Village unless accepted by Village in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.
- D. Remedies. Each of the rights and remedies reserved to Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise; references in this Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Village, whether before or after Village's acceptance of this Contract; nor any information or data supplied by Village, whether before or after Village's acceptance of this Contract; nor any order by 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 Village; nor any extension of time granted by Village; nor any delay by Village in exercising any right under this Contract; nor any other act or omission of 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 Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Village.
- G. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract 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 shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to

writing and executed and delivered by Village and Contractor.

- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Village.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. Exhibits. Exhibits A, B, and C are hereby incorporated into and made a part of this Contract; provided, however, that to the extent there is a conflict between the terms of this Contract and any provision set forth in any exhibit, the terms of this Contract shall prevail.

Dated this 17th day of August, 2021.

William T. Madden, VP of Contracts & Estimating

Name of Authorized Representative


Signature of Authorized Representative



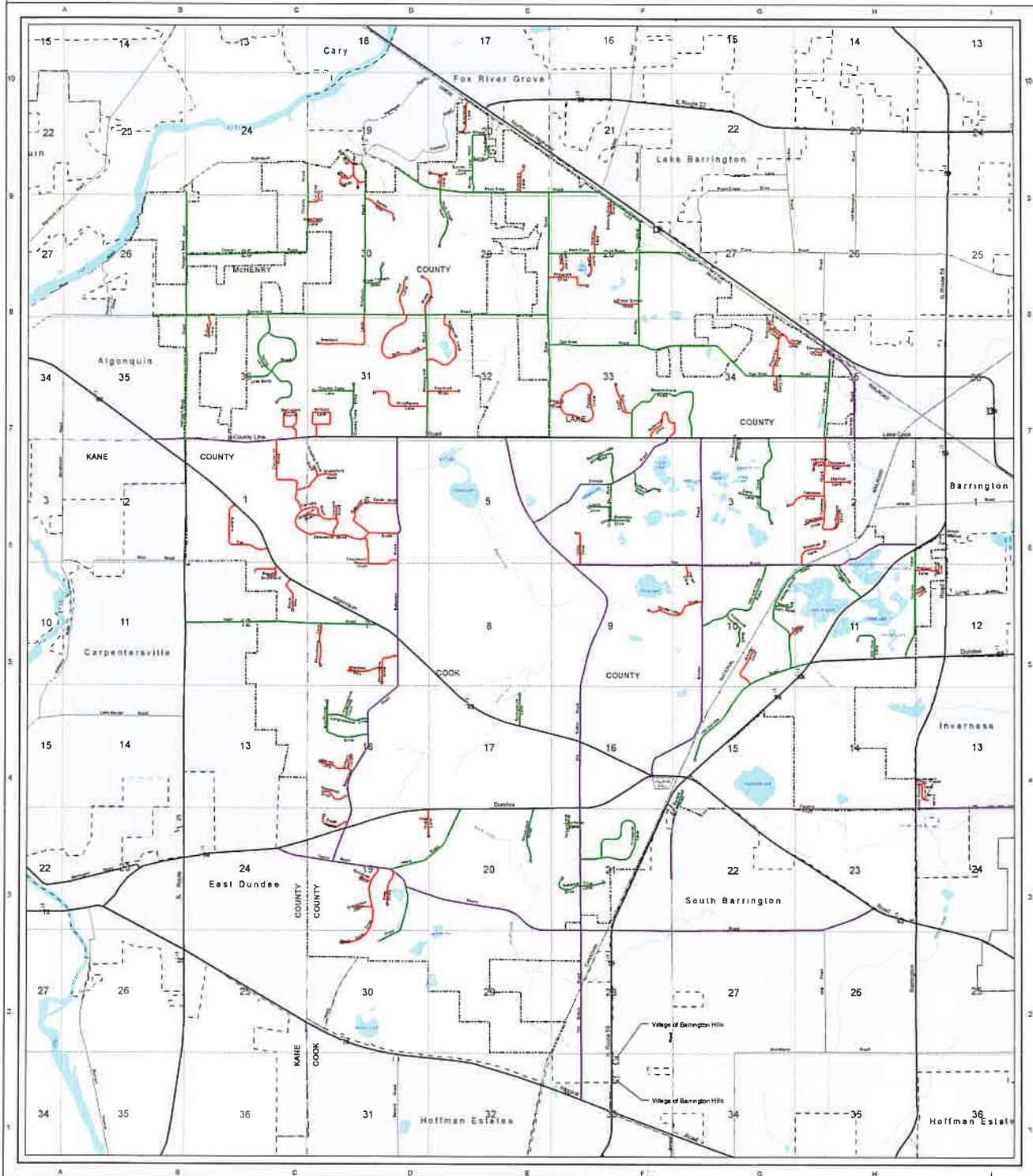
REQUEST FOR PROPOSALS

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

Exhibit A

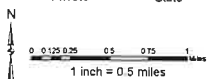
(Village Street Map and List of Roads)

VILLAGE OF BARRINGTON HILLS ROAD JURISDICTION MAP



Legend

— Village — County --- Outside Village
— Private — State



Jurisdiction	Mileage
State	17.20
County	20.50
Village	37.30
Private	24.40
Totals:	99.40



VILLAGE OF BARRINGTON HILLS
 117 ALGONQUIN ROAD
 BARRINGTON HILLS, ILLINOIS 60010-5199
 (847) 651-3000
 Revised: August 31, 2014
 Map Code: B5125A

Village of Barrington Hills Roadway List by Jurisdiction

<u>Name</u>	<u>Length</u>	<u>From</u>	<u>To</u>	<u>Jurisdiction</u>
Aberdeen Drive	0.2	Crabapple Road	East & West	Village
Barrington Hills Road	0.5	Donlea Road North	End	Village
Braeburn Road	1.3	Spring Creek Road South	Plum Tree Road	Village
Buckley Road	0.8	Cuba Road South	Oak Knoll Road	Village
Butternut Road	0.4	Donlea Road South	End	Village
Caesar Drive	0.8	Lake Cook Road South	End	Village
Chapel Road	1	Haeger's Bend Road East	Church Road	Village
Church Road	0.7	Chapel Road North	River Road	Village
Country Oaks Drive	0.6	Lake Road Road North	End	Village
County Oaks Lane	0.3	Country Oaks Drive West	End	Village
Crabapple Road	0.3	Donlea Road South	End	Village
Creskide Lane	1.2	Old Sutton Road East	in Cricle	Village
Cross Timbers Road	0.3	Braeburn Road East	End	Village
Cuba Road	0.7	Merri Oaks	Plum Tree Road	Village
Dana Lane	0.2	Caesar Drive West	End	Village
Dundee Lane	1	Dundee Road (68) North	Route 59	Village
Haeger's Bend Road	2	Lake Cook Road North	Village Limits	Village
Hawley Woods Road	1.1	Otis Road South	Old Dundee Road	Village
Hawthorne Lane	0.4	Route 59 North	Otis Road	Village
Healy Road	0.7	Penny Road	Village Limits	Village
Healy Road	0.8	Dundee (48) Road	Penny Road	Village
Helm Road	0.8	Algonquin Road (62) West	Village Limits	Village
Hickory Lane	0.2	Merri Oaks Road North	End	Village
Hills & Dales Road	0.8	Brinker Road East	Otis Road	Village
Honeycut Road	0.2	Hills & Dales Road South	End	Village
Lake View Lane	0.4	Dundee Road (68) North	End	Village
Leeds Drive	0.2	Crabapple Road West	End	Village
Little Bend Road	0.7	Spring Lane	End	Village
Longmeadow Court	0.1	Longmeadow Drive North	End	Village
Longmeadow Drive	0.4	Bateman Road West	Rolling Hills Drive	Village
Meadow Hill Road	1	Lake Cook Road North	Spring Creek Road	Village
Merri-Oaks Road	0.7	Ridge Road East	Cuba Road	Village
Oak Knoll Road	2.4	Old Hart Road West	Ridge Road	Village
Old Bartlett Road	0.2	Bartlett Road	Cul-de-Sac	Village
Old Dundee Road	1.4	Routes 58 & 68 South	Cul-de-Sac	Village
Old Hart Road	0.6	Lake Cook Road North	End	Village
Plum Tree Road	1.7	C & NW Railroad West	Village Limits	Village
Rebecca Drive	0.3	Old Sutton Road West	End	Village
Ridge Road	2	Lake Cook Road North	Plum Tree Road	Village
River Road	0.5	Haeger's Bend Road South	Village Limits	Village
Rock Ridge Road	0.5	Plum Tree Road South	End	Village
Rolling Hills Drive	0.6	Bateman Road West	Longmeadow Drive	Village
Round Barn Road	0.2	Hawley Woods Road East	End	Village
Spring Creek Road	3.3	Ridge Road West	Village Limits	Village
Spring Lane	1	Spring Creek Road	End	Village
Springwood Lane	0.2	Algonquin Road (62) North	End	Village
Steeplechase Road	1.1	Lake Cook Road North	in Cricle	Village
Surrey Court	0.1	Surrey Lane West	End	Village
Surrey Lane East	0.1	Surrey Lane West	Wagon Wheel	Village
Surrey Lane West	0.7	Plum Tree Road North	End	Village
Tamarack Lane	0.2	Old Sutton Road West	End	Village
Three Lakes Road	0.2	Lake Cook Road South	End	Village
Tricia Lane	0.2	Old Sutton Road East	End	Village
Wagon Wheel Lane	0.2	Surrey Lane East	Surrey Lane West	Village
Woodcreek Road	0.5	Dundee Road (68) South	End	Village
TOTAL:	39.0			



Exhibit B
(Schedule of Prices to be Completed by Contractor)

Please complete both options if applicable

Option 1:

All Inclusive
Cost to include all plowing, materials, etc.

	Winter Season		
	2021-2022	2022-2023	2023-2024
Cost of Season	1,175,000.00	1,320,000.00	1,520,000.00

Option 2:

Labor/Materials Billed Separately

	Winter Season		
	2021-2022	2022-2023	2023-2024
Cost of plowing	14,500.00	16,500.00	19,000.00
Cost of salt per application	36,000.00	42,000.00	50,000.00
Cost of deicer per application (if applicable)	No Bid	No Bid	No Bid

Additional Services Available:

If the contractor is able to offer additional services of value to the Village, in conjunction with this agreement, please set forth the services and costs for them below, attach additional page if necessary.

See Attached...



1100 BRANDT DRIVE • HOFFMAN ESTATES, IL 60192

ROAD BUILDING
SITE DEVELOPMENT

PHONE: (847) 695-9300
Estimating FAX: (847) 695-9317
Administration FAX: (847) 695-7251

August 17, 2021

Village of Barrington Hills
112 Algonquin Road
Barrington Hills, IL 60010

Re: Snowplowing & Road Salting Services
on Village of Barrington Hills Roads

Gentleman/Ladies:

We are submitting the following equipment rental rates for the above reference project. The equipment rates are for fully operated and maintained equipment. The rental rates are based on a minimum of 8 hours to be charged per piece of equipment.

RENTAL RATES

Front End Rubber Tire Loader (1.5 CY bucket or plow)	\$425.00
6-Wheel Dump Truck w/Plow or Salt Spreader	\$250.00
Semi-Trailer Truck	\$270.00
Pick-up Truck	\$225.00
Skid Steer Loader (1/2 CY bucket)	\$300.00

Sincerely,
PLOTE CONSTRUCTION INC.


J. Pienkos
Estimator

JP/jp

Insured: Plote Construction Inc.

GREAT AMERICAN INSURANCE CO

0263692

Policy # TUU308609402 Effective Date 04/01/21

GAI 6011
(Ed. 06 97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - OTHER INSURANCE

SCHEDULED PERSONS OR ORGANIZATIONS FOR WHOM YOU HAVE
AGREED IN A WRITTEN CONTRACT TO PROVIDE INSURANCE

=====

IN CONSIDERATION FOR THE PREMIUM PAID FOR THIS ENDORSEMENT, THE FOLLOWING IS
ADDED TO PARAGRAPH J. - OTHER INSURANCE OF SECTION VI - CONDITIONS:

HOWEVER, FOR ANY PERSON OR ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW
AND THAT QUALIFIES AS AN "INSURED" UNDER THIS POLICY, AND IF THE WRITTEN
CONTRACT IN WHICH YOU HAVE SIGNED AND AGREED TO PROVIDE INSURANCE PRIOR
TO THE LOSS FOR THE PERSON OR ORGANIZATION SCHEDULED BELOW, WHICH
SPECIFICALLY REQUIRES THAT THIS INSURANCE APPLY ON A PRIMARY OR A PRIMARY
AND NON-CONTRIBUTORY BASIS, THIS INSURANCE WILL APPLY AS IF OTHER INSURANCE
AVAILABLE TO THAT PERSON OR ORGANIZATION WHICH COVERS THAT PERSON OR
ORGANIZATION AS A NAMED INSURED DOES NOT EXIST, AND WE WILL NOT SHARE WITH
THAT OTHER INSURANCE. BUT, THIS INSURANCE IS STILL EXCESS OVER ANY OTHER
VALID AND COLLECTIBLE INSURANCE, WHETHER SUCH INSURANCE IS STATED TO BE
PRIMARY, CONTRIBUTING, EXCESS, CONTINGENT OR OTHERWISE, WITH RESPECT TO
THE AUTO HAZARD, OR ANY OTHER VALID AND COLLECTIBLE INSURANCE THAT IS
AVAILABLE TO THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED
UNDER SUCH OTHER INSURANCE.

THERE IS NO COVERAGE AFFORDED UNDER THIS ENDORSEMENT FOR ANY PERSON OR
ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW FOR "BODILY INJURY",
"PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY" ARISING OUT
OF THE SOLE NEGLIGENCE OF ANY PERSON OR ORGANIZATION THAT IS SHOWN IN
SCHEDULE A BELOW OR BY THOSE ACTING ON THEIR BEHALF.

SCHEDULE A

=====

1. ANY PERSON OR ORGANIZATION FOR WHOM OR FOR WHICH YOU ARE
REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO PROVIDE
INSURANCE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, SUBJECT
TO THE TERMS AND CONDITIONS OF THIS POLICY.

THE TERMS OF THIS ENDORSEMENT WILL ONLY APPLY TO THE EXTENT THAT THE
WRITTEN CONTRACT OR AGREEMENT ACKNOWLEDGED IN THIS ENDORSEMENT IS ALSO
COVERED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND FOR
NO BROADER COVERAGE THAN IS PROVIDED BY SUCH INSURANCE.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

Insured: Plote Construction Inc. Effective Date : 04/01/21

POLICY NUMBER: 41PKG8896915

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	ALL LOCATIONS
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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, 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 portion 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

POLICY NUMBER: 41PKG8896915

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	COMPLETED OPERATIONS AT LOCATIONS WHICH ARE THE SUBJECT OF WRITTEN CONTRACTS WITH "YOU" FOR LIABILITY ARISING OUT OF "YOUR WORK"
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

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

Insured: Plote Construction Inc. Effective Date: 04/01/21

Policy #41PKG8896915

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED
IN A WRITTEN CONTRACT, THAT SUCH PERSON OR
ORGANIZATION IS AN ADDITIONAL INSURED ON THIS
POLICY.

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8896915

Named Insured: PLOTE CONSTRUCTION INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 04/01/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



Exhibit C
(Insurance Coverage)

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. **General Liability and Automobile Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

1. The Village, its officials, agents, employees, and volunteers are to be covered as additional insured endorsements on ISO form CG2010 01/01 and CG2037 10/01 or substitute forms providing equivalent coverage: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.
2. The Contractor's insurance coverage shall be primary and not seek contribution from the Village as respects the Village, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees, and volunteers as additional insureds.

6. All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by Village. This specifically includes any limitation imposed by a state statute, regulation, or case law including any workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to ensure that workers' compensation coverage applies under contractor's coverage rather than Village's if the Village is borrowing, leasing or in day-to-day control of contractor's employee.

C. All Coverages

Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds (Exhibit C), and with original endorsements affecting coverage required by this clause.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.



ACCEPTANCE

Snowplowing and Road Salting Services on Village of Barrington Hills Roads

November 1, 2021 – April 1, 2022

November 1, 2022 – April 1, 2023

November 1, 2023 – April 1, 2024

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the Village of Barrington Hills ("Village") this _____ day of _____, 2021.

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

By: _____