

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2020-102

AN ORDINANCE AUTHORIZING A FIRST YEAR RENEWAL WITH JAMES MARTIN AND ASSOCIATES TO PERFORM SNOW & ICE CONTROL SERVICES FOR CUL-DE-SACS AND THE METRA STATION THROUGHOUT THE 2020-2021 WINTER SEASON, AND TO AUTHORIZE EXPENDITURES TO JAMES MARTIN AND ASSOCIATES FOR AN AMOUNT NOT TO EXCEED \$138,000

THE 15<sup>th</sup> DAY OF SEPTEMBER 2020

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
29<sup>th</sup> Day of September 2020

**VILLAGE OF VERNON HILLS  
ORDINANCE 2020-102**

**AN ORDINANCE AUTHORIZING A FIRST YEAR RENEWAL WITH JAMES MARTIN AND ASSOCIATES TO PERFORM SNOW & ICE CONTROL SERVICES FOR CUL-DE-SACS AND THE METRA STATION THROUGHOUT THE 2020-2021 WINTER SEASON, AND TO AUTHORIZE EXPENDITURES TO JAMES MARTIN AND ASSOCIATES FOR AN AMOUNT NOT TO EXCEED \$138,000**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the Village budgets funds within the street contractual services account (0102040-520630), and the Metra street contractual services account (090985-520630) for the snow removal of streets, cul-de-sacs, and sidewalks; and

**WHEREAS**, the Village Board approved Ordinance 2019-151 authorizing a three year contract with James Martin and Associates to provide snow & ice control services for the 2019-20, 2020-21, and 2021-22 winter seasons; and

**WHEREAS**, this ordinance is the first year renewal of said contract for the 2020-21 winter season with a 1.5% cost increase from the previous 2019-20 season; and

<b>Cul-de-sacs</b>	<b><u>2019-20</u></b>	<b><u>2020-21</u></b>
	\$40,000 Minimum	\$40,000 Minimum
	\$8,178 (2-8.9 inches)	\$8,424 (2-8.9 inches)
	\$10,809 (9-12 inches)	\$11,134 (9-12 inches)
<b>Metra</b>	<b><u>2019-20</u></b>	<b><u>2020-21</u></b>
	\$30,245 (up to 45”)	\$31,155 (up to 45”)

**WHEREAS**, consolidated purchases throughout the budget year of over \$25,000 require Board of Trustee approval.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payment to James Martin and Associates for snow & ice control services within the 2021 Fiscal Year for an amount not to exceed \$138,000 (\$38,000 Metra & \$100,000 Cul-de-sacs).

**SECTION 2: EFFECTIVE DATE:** This Ordinance shall be in full force and effect from its passage and approval.

**SECTION 3: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2020-102.

Dated the 15th of September 2020

Adopted by roll call votes as follows:

AYES: 4 – Schultz, Oppenheim, Takaoka, Koch

NAYS: 0 - None

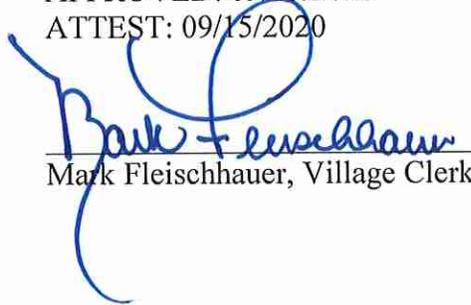
ABSENT AND NOT VOTING: 1 - Marquardt

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 09/15/2020

APPROVED: 09/15/2020

ATTEST: 09/15/2020

  
\_\_\_\_\_  
Mark Fleischhauer, Village Clerk



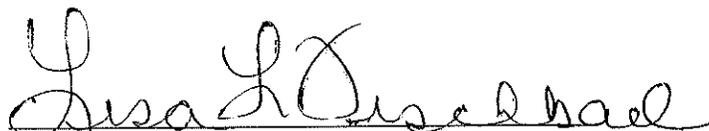
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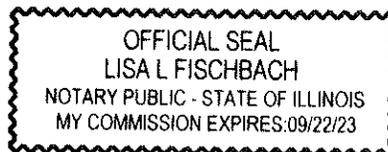
STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2020-102 – AN ORDINANCE AUTHORIZING A FIRST YEAR RENEWAL WITH JAMES MARTIN AND ASSOCIATES TO PERFORM SNOW & ICE CONTROL SERVICES FOR CUL-DE-SACS AND THE METRA STATION THROUGHOUT THE 2020-2021 WINTER SEASON, AND TO AUTHORIZE EXPENDITURES TO JAMES MARTIN AND ASSOCIATES FOR AN AMOUNT NOT TO EXCEED \$138,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM SEPTEMBER 15, 2020 TO SEPTEMBER 29, 2020.

  
\_\_\_\_\_  
Mark Fleischhauer  
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 29<sup>th</sup> DAY OF SEPTEMBER 2020

  
\_\_\_\_\_  
Notary Public





SNOW & ICE MANAGEMENT SERVICES AGREEMENT
2020-2021 & 2021-2022 Snow Seasons

September 2, 2020

Opportunity #:

Attn: David Brown
Vernon Hills Public Works Dept.
490 Greenleaf Drive
Vernon Hills, IL 60061-1039

Phone: 847-918-3544
Mobile:
Email: daveb@vhills.org

Property:

VH Cul-de-Sacs - 108 Cul-de-Sacs, Vernon Hills, IL

James Martin Associates, Inc. (JMA) and the Client, in consideration of the mutually agreed terms and conditions described below, enter into the following Snow and Ice Management Services Agreement (Agreement), for the period specified, for services on the Property (Property) described above:

SECTION 1 - CONTRACT DATES FOR SNOW AND ICE MANAGEMENT AGREEMENT

JMA will be responsible for providing services in accordance with this agreement beginning November 1, 2020 and ending March 31, 2023.

SECTION 2 - FEES FOR SNOW AND ICE MANAGEMENT SERVICES

Table with 4 columns: Service Description, Mon-Sat Plowing Amount, Sun/Holiday Plowing Amount, and Initials (Accept/Decline). Rows include 2020-2021 Plowing of 108 Cul-de-Sacs for 2-8.9" and 9-12" accumulation.

2020-2021 Season Guaranteed Minimum for Plowing of Cul-de-sacs \$ 40,000.00 per season
Two (2) pre-payments of \$20,000 each will be due to JMA by November 15 and December 15 for each season. These payments will be applied to the invoices for cul-de-sac plowing up to the season minimum. Plowing occurrences beyond the season minimum will be invoiced.

Table with 4 columns: Service Description, Mon-Sat Plowing Amount, Sun/Holiday Plowing Amount, and Initials. Rows include 2021-2022 Plowing of 108 Cul-de-Sacs for 2-8.9" and 9-12" accumulation.

2021-2022 Season Guaranteed Minimum for Plowing of Cul-de-sacs \$ 40,000.00 per season
Two (2) pre-payments of \$20,000 each will be due to JMA by November 15 and December 15 for each season. These payments will be applied to the invoices for cul-de-sac plowing up to the season minimum. Plowing occurrences beyond the season minimum will be invoiced.

Initial to Request Snow Staking

JMA will stake curbs and obstacles by 12/1 each year upon Client's request and will invoice the Client \$3.00 per stake. Areas to be staked will be identified and communicated to the Client prior to the staking being completed.

SECTION 3 - BILLING: For Services provided on a "Season-Long Basis", JMA will submit invoices on the 1st of each of the 5 months, November through March, for 20% of the annual amount for the Snow Plowing portion of the Services. Invoicing will begin with November of each snow season. Invoices for services outside the realm of the basic services will be invoiced as completed.

All invoices are due within fifteen (15) days of the date of invoice. For any amount owed thirty days past the due date, the Client agrees to pay JMA a finance charge of 1 1/2 % per month or 18% per year. If the Client's account is past due, JMA may, without notice, suspend its obligation to perform Services until JMA receives all amounts past

due and owing. During the period of such suspension, the Client agrees and understands that JMA will not be liable for any costs or damages, including but not limited to consequential damages, to the Client or any other party that may arise from or be related to such a suspension of Services. The Client also agrees to pay any expenses incurred by JMA in collecting amounts due, including court costs, all reasonable attorneys' fees and all other reasonable costs of collection.

**SECTION 4 – DESCRIPTION OF SERVICE** JMA, an independent contractor, will provide Snow and Ice Management Services to the Client's Property, subject to the terms and conditions described in this agreement and the Client agrees to provide JMA with access to the Property to perform these Services:

**A. Snow and Ice Management Services:** JMA will provide the following Snow and Ice Management Services (Services) on the Property according to the terms and conditions described in this Agreement:

JMA will clear snow accumulations from the following areas after TWO inch (2") snow accumulation:

- 108 Cul-de-Sacs
- Walks NOT included

**Cul-de-Sac Specification Details:**

- The enclosed nature of cul-de-sacs does not allow normal plowing to the curb edge. Therefore, snow removal is accomplished by the contractor strategically relocating snow to limited off street areas away from sidewalks, drives, mailboxes and hydrants. Each driveway, however, may receive a nominal amount of snow resulting from the normal spill-off from the snowplow in front of each home.
- Additionally, during periods of greater accumulation from individual snows or due to frequency of snow events, where possible, the contractor is required to raise the plow above the curb line and push snow back from the street edge until the front wheels of the vehicle are stopped by the curb.
- The initial plowing must be completed within 6 hours of call out, with a follow-up inspection by each driver of each designated route being part of a complete plow event.
- Village staff will inspect all plowed areas the day following a storm and if required, will contact contractor to provide additional relocation of snow. This additional work will be performed by the contractor on an hourly basis and is not part of a lump sum fee.
- Per request, cul-de-sacs will be salted after plowing at an hourly application rate with a handling fee for stockpiling and loading the salt supplied by the Village

When plowing begins at the Property, drives and lanes will be plowed to allow general access to the entire site. Individual parking spaces which are accessible will then be plowed throughout the site. This process will complete what is to be termed a "plowing occurrence."

- i. ~~After JMA clears an area of snow on the property by plowing (if shoveling is included, see vii. below), JMA will apply deicing chemicals to the cleared areas. Not applicable.~~
- ii. ~~JMA will chemically treat snow accumulations of less than one inch (1") in most cases to reduce the accumulations. JMA will chemically treat icy conditions caused by light snow, freezing rain or sleet, in most cases. Not applicable.~~
- iii. Snowfalls during daytime business hours will be plowed and chemically treated and shoveled, if shoveling is included in the contract, as necessary with primary focus on main lanes, entrances and egresses of property and main entrance walks, based upon Partial or Full Per Occurrence Rates. This may require multiple visits.
- iv. JMA is not responsible for plowing, clearing or chemically treating areas where cars are parked. JMA will make reasonable efforts to clear parking areas between and around parked cars. JMA will not plow within two (2) feet of parked vehicles. Further, JMA will not plow in between parked vehicles. The Client and/or its agents will coordinate with JMA for a return to the site to plow once vehicles move at our Hourly Service Rates.
- v. JMA is not responsible for ice-control near low lying areas that are prone to collect water that can freeze. JMA shall not be responsible for ice-control in or near depressions, potholes or other defects on the property that are prone to collect water that can freeze. JMA shall not be responsible for refreeze due to drainage of defective down spouts, roof balconies, awnings, canopies or any other refreezing events after the initial services have been rendered.

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email: mail@jamesmartinassociates.com • www.jamesmartinassociates.com

- vi. JMA will do its best to push snow off the paved areas using truck mounted plows. In the case where snows have caused the loss of parking space or accumulated snow has encroached into the paved areas, JMA, when requested, will provide snow relocation services based upon our Hourly Service Rates. These services will be provided on a first call/first service basis and only after JMA has completed its normal plowing and deicing operations.
- vii. Shoveling operations in most cases will be done concurrently with the plowing operations. Once snow has been cleared from walks and pedestrian areas, JMA will apply deicing chemicals to the cleared areas. However, during times of unsafe or severe weather conditions or worker exhaustion due to continuous snow removal operations, JMA reserves the right to leave the site and return to complete operations after the unsafe weather conditions have ended or after the workers have been rested.
- viii. Client understands it maintains a responsibility to inspect Work performed by JMA to determine if it is satisfactory and to their specification. If Client and/or its agent does not advise JMA that there is a need for additional snow removal or de-icing application services, then the parties hereby agree that JMA has satisfactorily performed its contractual duties at the time.
- ix. During periods of Severe Weather Conditions, (see Section 5) it may/will be necessary to provide multiple plowing and shoveling operations to remove excess accumulations. **This action will result in an additional charge**, to be calculated using our Hourly Rates as detailed in Section 4C, unless otherwise specified in Section 4.

**B. Snow Hauling and Relocating Services:** Excluded from these Snow and Ice Management Services is hauling or relocating snow within the Property or off the Property and the use of loaders to pile and perform additional pushing during or after successive storms. JMA must be authorized by the Client to provide these additional services which will be provided at the Hourly Service Rates below.

**C. Hourly Services and Material Rates –** JMA will perform Hourly Services as described above and when applicable based upon the following rate schedule:

Truck with 6 ½ -7' blade	\$ 80.00	per hour	Semi Dump Truck	\$ 260.00	per hour
Truck with 7 ½ -8' blade	\$ 104.00	per hour	Skid Steer Loader	\$ 175.00	per hour
Truck with 8 ½ -9' blade	\$ 115.00	per hour	Front End Loader	\$ 290.00	per hour
Truck with 9 – 11' blade	\$ 138.00	per hour	Laborer with Shovels	\$ 63.00	per hour
10-12 Ft. Snow Pusher	\$ 75.00	per hour	Laborer with snow blower	\$ 92.00	per hour
14-16 Ft. Snow Pusher	\$ 92.00	per hour	Sidewalk Ice Melt	\$ 63.00	per bag
Six Wheel Dump Truck	\$ 195.00	per hour	Salt	\$ 218.00	per ton
Lowboy Transportation Fee	\$ 575.00	per occurrence			

The above rates apply for operations performed up to 8 hours – for all work performed over 8 hours add \$15 per hour. Prices are portal to portal, including a lowboy transportation fee to move equipment to and from the location. All Hourly Services jobs will be assessed a ½ hour mobilization fee per snow event. For services performed on a Per Plowing Occurrence or Per Deicing Occurrence basis, a holiday surcharge of 25% will be incurred for all Snow and Ice Management Services occurring on Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day and Easter Sunday. An Hourly Rate Surcharge of \$15 per hour will apply on these same dates for all required Hourly Rate Services.

**SECTION 5 – SEVERE AND UNUSUAL WEATHER CONDITIONS**

JMA and Client agree that Severe Weather Conditions are defined as follows:

- A. Severe Weather Definition:** Severe Weather shall be defined as any one or a combination of the following: 8" of snowfall or more within a 24 hour period (Blizzard), as measured by Murray and Trettel Meteorological Service; a period of high winds accompanied by blowing and drifting snow; an accumulation of freezing rain or ice; a period when air temperatures or wind chill temperatures are below 10 degrees Fahrenheit; or when the duration of the same storm exceeds 24 hours.
- B. Blizzard Fee:** Plowing and shoveling services will require increased amounts of time and difficulty due to the nature of 8" of snowfall or more within a 24 hour period. For any period of these severe weather conditions, all contracts will be charged a Blizzard Fee as-identified in Section 4; this includes all seasonal contracts with or without a seasonal snowfall accumulation cap and contracts that are on a per-push basis.

- C. **Drifting Snow:** Clearing of drifted snow on days without snowfall or clearing of drifted snow after 24 hours from when the snow began will be invoiced at our Hourly Rates as detailed in Section 4. Clearing of drifted snow will only be completed on a first call/first serve basis upon authorization from the Client.
- D. **Ice Control:** Ice control for the following situations will be invoiced at the Hourly Rates as detailed in Section 4: Severe Icing from accumulations of snow, or from compacted snow, or from freezing rain or from the melting of accumulations from roofs, or downspout runoff, or melting from stockpiled snow, or ice build-ups requiring hand labor to chip the ice.
- E. **Potential Salt Shortage:** Due to salt shortages from the salt suppliers, potential imposed salt rations and priority given to municipalities, JMA cannot guarantee and cannot be held responsible for the availability of rock salt to be used for ice control or for any consequential damages because of a shortage.

**SECTION 6 – INSURANCE, LIMITATION OF LIABILITY, PROPERTY DAMAGE AND TURF REPAIR**

**PROVISIONS** JMA will maintain worker's compensation insurance, equipment and vehicle insurance and general liability insurance for the duration of this agreement. JMA and Client agree that JMA will not be liable to Client for any damage to Client's Property, personal injuries or other liability arising out of acts outside of JMA's control including but not limited to vandalism, flood, fire, hail, rain, snow, freezing, lack of salt availability or other natural causes or acts of persons other than JMA's employees or agents. Furthermore, Client understands that plowing and or salting of a particular location may not clear to "bare pavement" and that slippery conditions may continue to prevail even after plowing or application of salt. Client acknowledges that the application of chemical de-icing agents to ice or snow on the Property will not and cannot always result in the immediate or complete removal of ice from the Property. Client understands and agrees that JMA assumes no responsibility or liability for this condition. JMA shall not be responsible for any damage or injury to persons or property by others from snow and ice conditions, including but not limited to ice caused by re-freezing of snow that has been plowed. JMA shall not be held responsible or liable for any accidents resulting in injuries due to slips or falls on Client's Property for any person except employees or agents of JMA when injuries occurred while providing services to the Client's Property.

JMA will exercise reasonable care to avoid damage to pavement, curbs, trees and shrubs. Prior to the start of the snow season, the Client agrees to document the existing conditions of the Property and will have JMA review and sign off on those existing conditions or JMA will not be responsible for any assumed damages. JMA and Client agree that JMA shall not be responsible for: (a) damage to sidewalks, curbs, sod or other plant materials due to the application of salt, calcium chloride or other de-icing agents; (b) damage done by plowing blade to concrete, asphalt or other surfaces to be plowed; (c) damage to landscaping caused by the piling of snow; (d) damage to items that are snow-covered or not visible; (e) damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation; (f) damage to vehicles, other than the contractor's equipment and vehicles, due to icy conditions, unless directly damaged by the contractor's equipment or vehicles; (g) damage or loss resulting from melting snow and refreezing conditions; (h) water damage caused by melting snow or ice; (i) damage to obstacles that protrude from the surface of the pavement, including utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10' of the pavement. Client understands that snow plowing, by its very nature, involves pushing steel or other types of blades over the surface of the pavement. If pavement is defective, deteriorated, weakened, frost heaved, or was installed improperly, the results of this previous damage are more likely to appear after snow plowing.

If Client declines to have JMA apply the Services to any portion of the Property, then Client acknowledges that JMA is not responsible for any damages or claims whatsoever relating to or caused, in whole or in part, by the failure to apply the Services to the Property in any particular circumstance, and Client further agrees to indemnify and hold harmless JMA and its agents and employees from and against any such claims and acknowledges that it has the sole responsibility to manage ice on the Property.

In the event that JMA damages any turf by snow plowing, pushing or loading snow, JMA will reseed the damaged turf in the spring (by May 1, weather permitting) following completion of the current season's Snow and Ice Management Services and Client will provide watering if needed.

The Client will report in writing any property damage caused by JMA within forty-eight (48) hours of its occurrence. JMA will repair any timely and properly reported property damage in the spring season following completion of the Snow and Ice Maintenance Services season in which the property damage occurred. Notwithstanding anything herein to the contrary, JMA will have no obligation, and the Client waives any damages for, any property damage not timely and properly reported.

**SECTION 7 – STANDARD TERMS AND CONDITIONS** In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorney's fees and other reasonable expenses incurred by the prevailing party. It is agreed that JMA will only be liable for acts arising out of JMA's

negligent performance of this work. Due to the nature of Illinois weather, JMA and Client acknowledge that JMA does not assume responsibility for maintaining paved surfaces in an ice free or snow free condition.

JMA and Client acknowledge that JMA is an independent contractor and not an employee of the Client. JMA will provide all labor, equipment, tools, materials, subcontractors and supervision required to provide the Services described in a workmanlike manner and JMA's performance will meet or exceed accepted industry snow and ice management standards. JMA and Client acknowledge that it is impossible and impracticable to achieve the total elimination of snow from all areas. Client acknowledges that JMA is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions which may arise by reason of thawing and refreezing of previously plowed or treated areas. Upon reasonable notice from Client of any such condition, JMA will use its reasonable best efforts to service such condition. JMA and Client acknowledge that the very nature of snow and ice management includes site and weather conditions beyond JMA's and the Clients control and JMA and Client acknowledge that snow and ice management services include activities potentially damaging to the underlying pavement and surrounding landscape elements. JMA and Client agree and acknowledge that JMA is not responsible for preventing the formation or accumulation of ice on the Property.

For any and all, actual or alleged, incidents involving in potential or apparent injury or damage, the Client will notify JMA promptly and assist in obtaining details and information required for JMA's preparation of a defense. The Client agrees that if the Client fails to promptly notify and assist, the Client will indemnify, defend and hold harmless JMA for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from the incident.

Indemnification is provided subject to Senate Bill 2138 and its limitations and restrictions.

The Client shall indemnify, defend and hold harmless JMA, its Clients, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which JMA incurs as a result of a claim or claims brought by the Client or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Client alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the Property or the Client's involvement with the Property or the Services, including but not limited to personal injuries resulting from slip and fall accidents.

This contract may be terminated by either party due only to non-performance of the terms of this agreement upon thirty (30) days prior written notice. At termination the account will be audited and a final invoice will be submitted for unbilled services. The Client agrees to make payment to JMA for all services performed prior to the date of termination. The Client's obligation to pay JMA for Services performed up through and including the day of termination or expiration shall survive termination or expiration of this agreement.

#### **SECTION 7B – CORONAVIRUS ("COVID-19") TERMS AND CONDITIONS**

##### **# 1. Contract Provisions – Coronavirus ("COVID-19"):**

In March of 2020, the World Health Organization declared the COVID-19 a pandemic. Reports indicate that COVID-19 is highly-contagious; individuals infected with COVID-19 can be asymptomatic for 14 days or longer, such individuals can spread COVID-19 while unaware that they are infected, and the virus may remain on contaminated surfaces for up to 72 hours. Accordingly, there is now an inherent risk in the activity of moving forward with the Agreement. Considering the foregoing and Client's desire to proceed with the Agreement, and for the good and valuable consideration of providing essential services during this pandemic, the Parties agree to the following...

Although JMA will take reasonable precautions including following CDC and OSHA guidelines, JMA has not and cannot make any guarantees, representations or warranties, either express or implied, with regard to COVID-19, including the spread and transmission of same, and hereby disclaims all liability associated with the unintentional spread or transmission of COVID-19.

JMA, on behalf of its heirs, agents, tenants and assigns ("Client Parties"), hereby waives and releases JMA and JMA's past, present or future heirs, insurers, sureties, agents, employees, officers, directors, partners, shareholders, subcontractors, suppliers, and vendors ("Contractor Party/Parties") from all past, present, or future actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys' fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether anticipated or unanticipated, which any of the Client Parties now has or which may hereafter accrue, whether based in whole or in part related to the unintentional spread or transmission of COVID-19. This provision expressly excludes any gross negligence or willful/wanton conduct by the Contractor Parties.

The Client Parties hereby agree to forever forebear from asserting or pursuing against the Contractor Parties any actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys' fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether anticipated or unanticipated, whether based in whole or part on the negligence

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email: mail@jamesmartinassociates.com • www.jamesmartinassociates.com

in whole or part related to the unintentional spread or transmission of COVID-19. This provision expressly excludes any gross negligence or willful/wanton conduct by the Contractor Parties.

To the fullest extent permitted by law, the Client Parties hereby agree to indemnify, defend, and hold harmless the Contractor Parties, and their agents and employees, against any and all actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys' fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether anticipated or unanticipated, occasioned in whole or part by any act or omission of Contractor Parties, Client, or anyone else, which arise from or are in whole or part related to the unintentional spread or transmission of COVID-19. This provision expressly excludes any gross negligence or willful/wanton conduct by the Contractor Parties.

**# 2. Force Majeure - Coronavirus 2019 ("COVID-19"):**

The parties acknowledge that the potential effects of the coronavirus ("COVID-19") pandemic on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this pandemic may adversely affect the JMA workforce, the supply chain for materials, the delivery of materials and/or otherwise adversely impact JMA's ability to perform as planned, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the COVID-19 pandemic are beyond the control of the parties, and if such delays occur, JMA will be granted a reasonable extension of time and an equitable adjustment in the Agreement for the additional costs incurred by JMA resulting from the COVID-19 pandemic. JMA shall give Client written notice of delay it experiences due to the COVID-19 pandemic and any additional costs it incurs due to such delay.

**# 3. Price Volatility and Increased Costs Due to - Coronavirus 2019 ("COVID-19"):**

The parties acknowledge that some of the materials and products to be used for this Agreement may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of JMA, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, JMA shall provide written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this Agreement and the time when the job is ready for the installation of the affected material, the amount of this Agreement shall be increased to reflect the additional cost to obtain the materials, provided that JMA provides the Client written notice and documentation of the increased costs.

In the event that any part, term, or provision of the foregoing COVID-19 provisions are determined by a court of competent jurisdiction or arbitrator to be unenforceable, invalid, or in conflict with any applicable law, the parties agree that the validity of the remaining portions of this COVID-19 provisions shall be binding and valid.

**SECTION 8 – PHOTO RELEASE** James Martin Associates, Inc. (JMA) and the Client agree: JMA has the right to photograph the property on which services are provided; these images are products of JMA's work and remain the property of JMA in perpetuity; JMA reserves its common law copyrights and other property rights to these images; JMA has the right to publish, and/or use images of the property in whole or in part, for promotion and advertising, and other specific JMA uses such as: an awards competition, JMA website, recruiting, marketing brochures, magazine or newspaper articles and any other lawful purpose whatsoever.

**SECTION 9 – NOTICES AND MISCELLANEOUS PROVISIONS** For the purpose of this Agreement, there are no collateral or verbal understandings. All notices required to be in writing hereunder shall be deemed to have been duly given when delivered personally or by overnight courier with a receipt obtained therefore or when mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed, to the address of the party as set forth on the signature page hereof, or to such other address as either party may furnish to the other in writing in accordance with this Section, except that notices of changes of address shall be effective upon receipt.

Any individual who signs this Agreement on behalf of the JMA or the Client represents promises and guarantees that he or she is fully authorized to execute this Agreement on behalf of his or her employer or company. In the case of an agent of the Client of the Property, such agent represents promises and guarantees that such agent is fully authorized to execute this Agreement on behalf of the Client of the Property.

If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of the Agreement, which shall be construed, reformed and enforced to affect the purposes of this Agreement to the fullest extent permitted by law.

This Agreement: (a) shall be governed by and construed under the laws of the State of Illinois, without application of principles of conflicts of laws; (b) shall constitute the entire agreement of the parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between the parties in such respect; (c) may be amended, modified or terminated, and any right under this Agreement may be waived in whole or in part, only by a writing signed statement by both parties; (d) contains headings only for convenience, which headings do not form part,

and shall not be used in construction, of Agreement; and (e) shall bind and insure to the benefit of the parties and their respective legal representative.

This proposal is based on the average daily price for diesel fuel being less than \$4.00 per gallon as determined by the Department of Energy ("DOE") National Mid-West Average Price of Fuel. (This information is updated and available after 4:00pm each Monday on the DOE website at http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp.) If fuel rates go above \$4.00 per gallon, there will be a 1% increase to the contract; if rates go above \$4.50 per gallon, there will be a 2% increase to the contract; if fuel rates go above \$5.00 per gallon, there will be a 3% increase to the contract.

The pricing of deicing chemical application materials is subject to change during the duration of the contract term due to the market adjustments to the cost of materials. JMA reserves the right to re-visit this pricing annually with the Client if the pricing of deicing chemicals increases by 5% over the estimated costs on or after November 1<sup>st</sup> of each season. In the event of a regional or national salt shortage, salt prices may increase due to availability. Client acknowledges that the rate of salt and application is subject to change and no amendment or separate signed agreement is necessary to alter same.

**SECTION 10 – PROPERTY INSPECTION SERVICES**

JMA will provide an inspection of the Property when precipitation or freezing conditions are anticipated for icing and/or slippery conditions and provide required chemical treatment. Each inspection provided by JMA will be invoiced at \$60.00 per occurrence.  
OR

Initial to Accept

\_\_\_\_\_

The Client or Client's agent will provide an inspection of the Property when precipitation or freezing conditions are anticipated for icing and/or slippery conditions.

**SECTION 11 – ACCEPTANCE**

The undersigned parties have executed this agreement as of this 15<sup>th</sup> day of September, ~~2017~~ 2020.

James Martin Associates, Inc.  
59 East US Highway 45  
Vernon Hills, IL 60061

Vernon Hills Public Works Dept.  
490 Greenleaf Drive  
Vernon Hills, IL 60061-1039

By: Thomas C. Bolas   
James Martin Associates, Inc.  
Thomas Bolas, CSP

By: Mark F. Kuschner  
Client

Print Name: Thomas C. Bolas, CLP, CSP

Print Title: General Manager

**JMA EMERGENCY CONTACT INFO**

JMA 24 hour office: (847) 876-8036

**SECTION 12 – CLIENT'S EMERGENCY CONTACT INFO & COMMUNICATION SERVICES**

The Client's contacts listed below will be entered into our web-based email notification and communication services, allowing access to our Forecast & Plan and Activity Updates.

1) Name: David Brown  
Phone: 847-367-3726  
Mobile: 847-727-0164  
Title: Public Works Director  
Email Address: Dave.B@vhillz.org

2) Name Ken Loar  
Phone: 847-367-3700  
Mobile: 847-489-4898  
Title: Forestry Crew Leader  
Email Address: KenLo@vhillz.org

**CLIENT'S BILLING INFORMATION**

Contact Name: Carissa Hansen  
Address: 490 Greenleaf Drive  
  
City, State, Zip: Vernon Hills, IL 60061  
Phone: 847-367-3700  
Email Address: Carissah@vhillz.org

**INVOICE PREFERENCE**

Emailed:   
Mailed:   
Both:

**REQUIRED CLIENT'S OPERATIONAL INFORMATION (for informational purposes only)**

Mon-Fri Operating Hours: 7-3:30 PM Christmas Eve Hours: 7-11 AM  
Saturday Operating Hours: Closed Christmas Day Hours: Closed  
Sunday Operating Hours: Closed New Year's Eve Hours: 7-11 AM  
Thanksgiving Day Hours: Closed New Year's Day Hours: Closed  
Day after Thanksgiving Hours: Closed

*If the Client notifies JMA in writing with 24-hour notice that services are requested to not be done for a specific date or period of time, the Client assumes all liability and will hold harmless JMA for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from an incident.*

**ADDITIONAL SITE INFORMATION PROVIDED TO JAMES MARTIN ASSOCIATES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J:\CLIENT FILES COMM\Current Clients\V\Vernon Hills Public Works\Vernon Hills - Metra\3. Proposed Contracts\Proposed SNOW\20-23 Village of VH - Metra - Snow Renewal 11-12-19.docx

**ADDENDUM**

This Addendum is in addition to the terms in the attached Agreement between Contractor and the Village of Vernon Hills and shall be deemed an integral part of said Agreement.. To the extent the terms in this Addendum conflict with the terms in the attached Agreement, the terms in this Addendum shall control.

1. Direction of Work. Contractor agrees that the Director of Public Works, or his designee, shall be Contractor's point of contact with the Village and all communications between Contractor and the Village shall be made through the Director of Public Works and/or his designee. The Director of Public Works or his designee will provide direction to Contractor to enable Contractor to perform the work but shall not be responsible for controlling Contractor's manner, means or methods of performing the work.
2. No Employment Relationship. Nothing in the Contractor's Agreement or this Addendum, or any exhibit, shall create an employee-employee relationship between Contractor or any individual and the Village.
3. Insurance. Contractor shall provide insurance at or above the minimum standards in the attached Exhibit A.
4. Payment. Contractor stipulates and agrees that the Village shall make payments pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
5. Right to Withhold Payment. Without prejudice to any other remedy or right the Village may have, the Village may withhold payment, either in whole or in part, based on: (1) Contractor's failure to perform; (2) claims by subcontractors or others; (3) for damage caused by Contractor in the performance of its work; or (4) for work that is flawed or defective; or (5) based on Contractor's failure to comply with any terms of this Agreement or any Addendum or Exhibit.
6. No Liens. Contractor agrees that it shall not place a lien on any equipment or property of, or belonging to, the Village.
7. Contractor Certifications. Contractor agrees to execute the Certification attached as Exhibit B and certifies that each of the statements contained therein are true and correct.
8. Termination. Either party may terminate their Agreement at any time on 30 days written notice.

CONTRACTOR NAME: James Martin Associates, Inc.  
SIGNATURE: Thomas C. Bolas TITLE: Vice President  
PRINTED NAME: Thomas C. Bolas DATE: September 2, 2020

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

**Property Insurance:**  
**Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. Worker's Compensation and Employer's Liability with limits not less than:
- a. (1) Worker's Compensation: Statutory;
  - b. (2) Employer's Liability;
  - c. \$1,000,000 injury-per occurrence
  - d. Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
- a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident
- C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
- a. Each Occurrence: \$ 1,000,000
  - b. General Aggregate: \$2,000,000
  - c. Products and completed operations: General Aggregate: \$2,000,000
- D. Coverage's shall include:
- a. Premises/Operations
  - b. Independent Vendors
  - c. Personal Injury (with Employment Exclusion deleted)
  - d. Broad Form Property Damage Endorsement
  - e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- E. Umbrella Policy. The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Vernon Hills. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.

Village of Vernon Hills shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

F. Other Insurance Provisions -

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

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. Waiver of Subrogation: Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees,

## EXHIBIT B

### CONTRACTOR CERTIFICATION

Contractor hereby certifies that Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of Contractor, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 651LCS 5/1 1-42,1-I;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5133E-3 and 5133E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- (D) in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et.seq.);
- (E) in compliance with the Equal Employment Opportunity Act and all other state and federal laws and regulations prohibiting unlawful discrimination and that during, the performance of the Agreement, Contractor shall:
  1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate affirmative action to rectify any such underutilization;
  2. it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
  3. in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
  4. send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules and Regulations, Contractor will promptly notify the Illinois

Department of Human Rights and Contractor will recruit employees from other sources when necessary to fulfill its obligations thereunder;

5. submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human rights Act and the Department's Rules and Regulations;
6. permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations; and
7. not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise;
8. in compliance with 775 ILCS 5/2-1.05(A)(4) by having in place and enforcing a written sexual harassment policy;
9. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Contractor may be declared ineligible for future contracts with The Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
10. in compliance with 30 ILCS 580/I et seq. (Drug Free Workplace Act) by providing a drug-free workplace by publishing a statement:
  - (a) notifying employees that the unlawful manufacture, or distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Contractor's workplace.
  - (b) specifying the actions that will be taken against employees for violations of such prohibition.
  - (c) notifying the employee that, as a condition of employment on such Agreement, the employee will:

- i. abide by the terms of the statement; and
  - ii. notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after such conviction
  - iii establish a drug-free awareness program to inform employees about:
    - (i) the dangers of drug abuse in the workplace;
    - (ii) Contractor's policy of maintaining a drug-free workplace;
    - (iii) any available drug counseling, rehabilitation, and employee assistance program; and
    - (vii.) the penalties that may be imposed upon employees for drug violations;
  - iv; make it a requirement to give a copy of the statement to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
- (d.) notifying the Village within ten (10) days after receiving notice from any employee or otherwise receiving actual notice of any conviction;
  - (e) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - (f) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicated that a trained referral team is in place; and
  - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section; and
11. not in violation of Village Ordinances by Contractor having given to any officer, employee, spouse of or immediate family member living with any officer or employee of The Village any gift except as otherwise permitted therein.
12. Is currently and will remain in compliance Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):
- (A) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar

months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United States Bureau of labor Statistics in its monthly publication of employment and unemployment figures, Contractor and all Trade Contractors shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

(B) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by Contractor and approved by the Architect. Contractor may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Agreement during periods of excessive unemployment.

(C) This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

IN WITNESS WHEREOF Contractor has hereunto set his/their hands and seals this 15<sup>th</sup> day of Sept 2020.

CONTRACTOR NAME: James Martin Associates, Inc.

SIGNATURE: [Handwritten Signature] TITLE: Vice President

PRINTED NAME: Thomas C Bilas DATE: September 2, 2020



SNOW & ICE MANAGEMENT SERVICES AGREEMENT
2020-2021 & 2021-2022 Snow Seasons

September 2, 2020

opportunity #:

Attn: David Brown
Director of Public Works
Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-1039

Phone: 847-918-3544
Mobile:
Email: daveb@vhills.org

Property:

VH Metra Lot - 75 East US Highway 45, Vernon Hills, IL 60061

James Martin Associates, Inc. (JMA) and the Client, in consideration of the mutually agreed terms and conditions described below, enter into the following Snow and Ice Management Services Agreement (Agreement), for the period specified, for services on the Property (Property) described above:

SECTION 1 - CONTRACT DATES FOR SNOW AND ICE MANAGEMENT AGREEMENT

JMA will be responsible for providing services in accordance with this agreement beginning November 1, 2020 and ending March 31, 2021.

SECTION 2 - FEES FOR SNOW AND ICE MANAGEMENT SERVICES

Table with 3 columns: Service, 2020-2021, 2021-2022. Includes rows for Seasonal Plowing/Shoveling Service, Seasonal Snow Relocation Along Rt 45, and Grand Total Proposed. Includes handwritten initials 'mk' and checkboxes for ACCEPT and DECLINE.

\*\*Includes plowing sidewalk shoveling, and the application of de-icing chemicals to parking lot and sidewalk areas using materials provided by the Village. Note: Does not include the north end of the newer parking lot.

\*\*Includes relocating snow along JMA/Metra property line to grass area along Route 45. If accepted, this will be invoiced together with the seasonal plowing and shoveling above.

Per Inch Rates for Services Beyond the 45" Seasonal Accumulation:
2020-2021 Services beyond the 45" will be invoiced at \$805 per additional inch or fraction thereof.
2021-2022 Services beyond the 45" will be invoiced at \$820 per additional inch or fraction thereof.

JMA will stake curbs and obstacles by 12/1 each year upon Client's request and will invoice the Client \$3.00 per stake. Areas to be staked will be identified and communicated to the Client prior to the staking being completed.

Initial to Request Snow Staking

SECTION 3 - BILLING: For Services provided on a "Season-Long Basis", JMA will submit invoices on the 1st of each of the 5 months, November through March, for 20% of the annual amount for the Snow Plowing portion of the Services. Invoicing will begin with November of each snow season. Invoices for services outside the realm of the basic services will be invoiced as completed.

All invoices are due within fifteen (15) days of the date of invoice. For any amount owed thirty days past the due date, the Client agrees to pay JMA a finance charge of 1 1/2 % per month or 18% per year. If the Client's account is past due, JMA may, without notice, suspend its obligation to perform Services until JMA receives all amounts past

due and owing. During the period of such suspension, the Client agrees and understands that JMA will not be liable for any costs or damages, including but not limited to consequential damages, to the Client or any other party that may arise from or be related to such a suspension of Services. The Client also agrees to pay any expenses incurred by JMA in collecting amounts due, including court costs, all reasonable attorneys' fees and all other reasonable costs of collection.

**SECTION 4 – DESCRIPTION OF SERVICE** JMA, an independent contractor, will provide Snow and Ice Management Services to the Client's Property, subject to the terms and conditions described in this agreement and the Client agrees to provide JMA with access to the Property to perform these Services:

**A. Snow and Ice Management Services:** JMA will provide the following Snow and Ice Management Services (Services) on the Property according to the terms and conditions described in this Agreement:

JMA will clear snow accumulations from the following areas after one inch (1") snow accumulation:

- Driveways, parking spaces, dock areas, fire lanes, and ingress right-hand turn lanes into both parking lots from Route 45 and their respective egress lanes.
- The north section of the new parking lot will not be plowed unless approval is given from the Village. The Metra Lot will be ready by 5:00am, Monday-Friday, depending on the start of the snowfall, and will be monitored until 9:30pm, Monday-Friday.
- Walks included around Metra station, fees booth, platform waiting areas, stairs and walk to bike path on other side of tracks, but not including brick platform area between tracks and wood framing unless approval is given from the Village

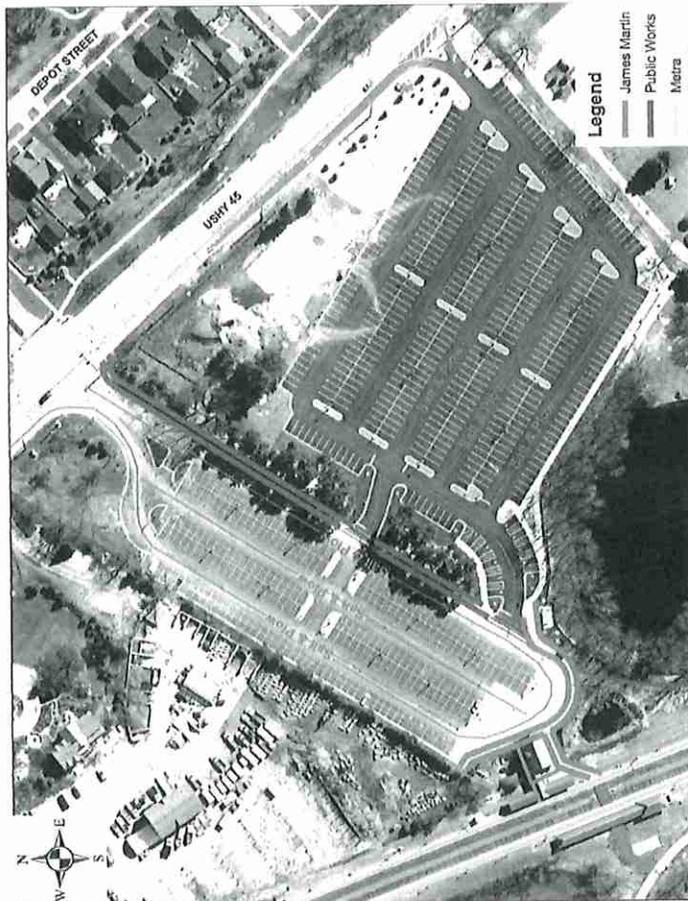
**SERVICE AREAS INCLUDED**

The site plan below indicates the service areas that have been included.

Initial to Confirm

*mf*

*\*A full page site plan is available upon request once contract has been accepted.*



**Enriching Lives Through Beautiful Landscapes Since 1977**

James Martin Associates, Inc. • 59 East US Highway 45 • Vernon Hills, IL 60061 • Phone: 847-634-1660 • Fax: 847-634-8298  
email: mail@jamesmartinassociates.com • www.jamesmartinassociates.com

When plowing begins at the Property, drives and lanes will be plowed to allow general access to the entire site. Individual parking spaces which are accessible will then be plowed throughout the site. This process will complete what is to be termed a "plowing occurrence."

- i. After JMA clears an area of snow on the property by plowing (if shoveling is included, see vii. below), JMA will apply deicing chemicals to the cleared areas. **JMA will use sidewalk icemelt supplied by the Village of Vernon Hills. JMA will use bulk salt supplied by the Village of Vernon Hills. Bulk salt and sidewalk icemelt applications will be included in the seasonal plowing service up to 45" seasonal accumulation, and at per-inch rates thereafter.**
  - ii. JMA will chemically treat snow accumulations of less than one inch (1") in most cases to reduce the accumulations. **JMA will use sidewalk icemelt supplied by the Village of Vernon Hills. JMA will use bulk salt supplied by the Village of Vernon Hills. Bulk salt and sidewalk icemelt applications will be included in the seasonal plowing service up to 45" seasonal accumulation, and at per-inch rates thereafter.** JMA will chemically treat icy conditions caused by light snow, freezing rain or sleet, in most cases. **JMA will use sidewalk icemelt supplied by the Village of Vernon Hills. JMA will use bulk salt supplied by the Village of Vernon Hills. Bulk salt and sidewalk icemelt applications will be included in the seasonal plowing service up to 45" seasonal accumulation, and at per-inch rates thereafter.**
  - iii. Snowfalls during daytime business hours will be plowed and chemically treated (if applicable) and shoveled, if shoveling is included in the contract, as necessary with primary focus on main lanes, entrances and egresses of property and main entrance walks, based upon Partial or Full Per Occurrence Rates. This may require multiple visits.
  - iv. JMA is not responsible for plowing, clearing or chemically treating areas where cars are parked. JMA will make reasonable efforts to clear parking areas between and around parked cars. JMA will not plow within two (2) feet of parked vehicles. Further, JMA will not plow in between parked vehicles. The Client and/or its agents will coordinate with JMA for a return to the site to plow once vehicles move at our Hourly Service Rates.
  - v. JMA is not responsible for ice-control near low lying areas that are prone to collect water that can freeze. JMA shall not be responsible for ice-control in or near depressions, potholes or other defects on the property that are prone to collect water that can freeze. JMA shall not be responsible for refreeze due to drainage of defective down spouts, roof balconies, awnings, canopies or any other refreezing events after the initial services have been rendered.
  - vi. JMA will do its best to push snow off the paved areas using truck mounted plows. In the case where snows have caused the loss of parking space or accumulated snow has encroached into the paved areas, JMA, when requested, will provide snow relocation services based upon our Hourly Service Rates. These services will be provided on a first call/first service basis and only after JMA has completed its normal plowing and deicing operations.
  - vii. Shoveling operations in most cases will be done concurrently with the plowing operations. Once snow has been cleared from walks and pedestrian areas, JMA will apply deicing chemicals to the cleared areas. However, during times of unsafe or severe weather conditions or worker exhaustion due to continuous snow removal operations, JMA reserves the right to leave the site and return to complete operations after the unsafe weather conditions have ended or after the workers have been rested. **JMA will retain one truck to monitor the Metra Station to help keep site safe.**
  - viii. Client understands it maintains a responsibility to inspect Work performed by JMA to determine if it is satisfactory and to their specification. If Client and/or its agent does not advise JMA that there is a need for additional snow removal or de-icing application services, then the parties hereby agree that JMA has satisfactorily performed its contractual duties at the time.
  - ix. During periods of Severe Weather Conditions, (see Section 5) it may/will be necessary to provide multiple plowing and shoveling operations to remove excess accumulations. **This action will result in an additional charge, to be calculated using our Hourly Rates as detailed in Section 4C, unless otherwise specified in Section 5.**
- B. Snow Hauling and Relocating Services:** Excluded from these Snow and Ice Management Services is hauling or relocating snow within the Property or off the Property and the use of loaders to pile and perform additional pushing during or after successive storms. JMA must be authorized by the Client to provide these additional services which will be provided at the Hourly Service Rates below.

**C. Hourly Services and Material Rates** – JMA will perform Hourly Services as described above and when applicable based upon the following rate schedule:

Truck with 6 ½ -7' blade	\$ 80.00	per hour	Semi Dump Truck	\$ 260.00	per hour
Truck with 7 ½ -8' blade	\$ 104.00	per hour	Skid Steer Loader	\$ 175.00	per hour
Truck with 8 ½ -9' blade	\$ 115.00	per hour	Front End Loader	\$ 290.00	per hour
Truck with 9 – 11' blade	\$ 138.00	per hour	Laborer with Shovels	\$ 63.00	per hour
10-12 Ft. Snow Pusher	\$ 75.00	per hour	Laborer with snow blower	\$ 92.00	per hour
14-16 Ft. Snow Pusher	\$ 92.00	per hour	Sidewalk Ice Melt	\$ 63.00	per bag
Six Wheel Dump Truck	\$ 195.00	per hour	Salt	\$ 218.00	per ton
Lowboy Transportation Fee	\$ 575.00	per occurrence			

The above rates apply for operations performed up to 8 hours – for all work performed over 8 hours add \$15 per hour. Prices are portal to portal, including a lowboy transportation fee to move equipment to and from the location. All Hourly Services jobs will be assessed a ½ hour mobilization fee per snow event. For services performed on a Per Plowing Occurrence or Per Deicing Occurrence basis, a holiday surcharge of 25% will be incurred for all Snow and Ice Management Services occurring on Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day and Easter Sunday. An Hourly Rate Surcharge of \$15 per hour will apply on these same dates for all required Hourly Rate Services.

**SECTION 5 – SEVERE AND UNUSUAL WEATHER CONDITIONS**

JMA and Client agree that Severe Weather Conditions are defined as follows:

- A. Severe Weather Definition:** Severe Weather shall be defined as any one or a combination of the following: 8" of snowfall or more within a 24 hour period (Blizzard), **measured by Al Fonk from the Village of Vernon Hills as well as an employee of JMA at a designated location at the Metra Station**; a period of high winds accompanied by blowing and drifting snow; an accumulation of freezing rain or ice; a period when air temperatures or wind chill temperatures are below 10 degrees Fahrenheit; or when the duration of the same storm exceeds 24 hours.
- B. Blizzard Fee:** Plowing and shoveling services will require increased amounts of time and difficulty due to the nature of 8" of snowfall or more within a 24 hour period. For any period of these severe weather conditions, all contracts will be charged a Blizzard Fee as-identified in Section 4; this includes all seasonal contracts with or without a seasonal snowfall accumulation cap and contracts that are on a per-push basis.
- C. Drifting Snow:** Clearing of drifted snow on days without snowfall or clearing of drifted snow after 24 hours from when the snow began will be invoiced at our Hourly Rates as detailed in Section 4. Clearing of drifted snow will only be completed on a first call/first serve basis upon authorization from the Client.
- D. Ice Control:** Ice control for the following situations will be invoiced at the Hourly Rates as detailed in Section 4: Severe icing from accumulations of snow, or from compacted snow, or from freezing rain or from the melting of accumulations from roofs, or downspout runoff, or melting from stockpiled snow, or ice build-ups requiring hand labor to chip the ice.
- E. Potential Salt Shortage:** Due to salt shortages from the salt suppliers, potential imposed salt rationings and priority given to municipalities, JMA cannot guarantee and cannot be held responsible for the availability of rock salt to be used for ice control or for any consequential damages because of a shortage.

**SECTION 6 – INSURANCE, LIMITATION OF LIABILITY, PROPERTY DAMAGE AND TURF REPAIR PROVISIONS**

JMA will maintain worker's compensation insurance, equipment and vehicle insurance and general liability insurance for the duration of this agreement. JMA and Client agree that JMA will not be liable to Client for any damage to Client's Property, personal injuries or other liability arising out of acts outside of JMA's control including but not limited to vandalism, flood, fire, hail, rain, snow, freezing, lack of salt availability or other natural causes or acts of persons other than JMA's employee's or agents. Furthermore, Client understands that plowing and or salting of a particular location may not clear to "bare pavement" and that slippery conditions may continue to prevail even after plowing or application of salt. Client acknowledges that the application of chemical de-icing agents to ice or snow on the Property will not and cannot always result in the immediate or complete removal of ice from the Property. Client understands and agrees that JMA assumes no responsibility or liability for this condition. JMA shall not be responsible for any damage or injury to persons or property by others from snow and ice conditions, including but not limited to ice caused by re-freezing of snow that has been plowed. JMA shall not be held responsible or liable for any

accidents resulting in injuries due to slips or falls on Client's Property for any person except employees or agents of JMA when injuries occurred while providing services to the Client's Property.

JMA will exercise reasonable care to avoid damage to pavement, curbs, trees and shrubs. Prior to the start of the snow season, the Client agrees to document the existing conditions of the Property and will have JMA review and sign off on those existing conditions or JMA will not be responsible for any assumed damages. JMA and Client agree that JMA shall not be responsible for: (a) damage to sidewalks, curbs, sod or other plant materials due to the application of salt, calcium chloride or other de-icing agents; (b) damage done by plowing blade to concrete, asphalt or other surfaces to be plowed; (c) damage to landscaping caused by the piling of snow; (d) damage to items that are snow-covered or not visible; (e) damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation; (f) damage to vehicles, other than the contractor's equipment and vehicles, due to icy conditions, unless directly damaged by the contractor's equipment or vehicles; (g) damage or loss resulting from melting snow and refreezing conditions; (h) water damage caused by melting snow or ice; (i) damage to obstacles that protrude from the surface of the pavement, including utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavement. Client understands that snow plowing, by its very nature, involves pushing steel or other types of blades over the surface of the pavement. If pavement is defective, deteriorated, weakened, frost heaved, or, was installed improperly, the results of this previous damage are more likely to appear after snow plowing.

If Client declines to have JMA apply the Services to any portion of the Property, then Client acknowledges that JMA is not responsible for any damages or claims whatsoever relating to or caused, in whole or in part, by the failure to apply the Services to the Property in any particular circumstance, and Client further agrees to indemnify and hold harmless JMA and its agents and employees from and against any such claims and acknowledges that it has the sole responsibility to manage ice on the Property.

In the event that JMA damages any turf by snow plowing, pushing or loading snow, JMA will reseed the damaged turf in the spring (**by May 1, weather permitting**) following completion of the current season's Snow and Ice Management Services and Client will provide watering if needed.

The Client will report in writing any property damage caused by JMA within forty-eight (48) hours of its occurrence. JMA will repair any timely and properly reported property damage in the spring season following completion of the Snow and Ice Maintenance Services season in which the property damage occurred. Notwithstanding anything herein to the contrary, JMA will have no obligation, and the Client waives any damages for, any property damage not timely and properly reported.

**SECTION 7 – STANDARD TERMS AND CONDITIONS** In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorney's fees and other reasonable expenses incurred by the prevailing party. It is agreed that JMA will only be liable for acts arising out of JMA's negligent performance of this work. Due to the nature of Illinois weather, JMA and Client acknowledge that JMA does not assume responsibility for maintaining paved surfaces in an ice free or snow free condition.

JMA and Client acknowledge that JMA is an independent contractor and not an employee of the Client. JMA will provide all labor, equipment, tools, materials, subcontractors and supervision required to provide the Services described in a workmanlike manner and JMA's performance will meet or exceed accepted industry snow and ice management standards. JMA and Client acknowledge that it is impossible and impracticable to achieve the total elimination of snow from all areas. Client acknowledges that JMA is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions which may arise by reason of thawing and refreezing of previously plowed or treated areas. Upon reasonable notice from Client of any such condition, JMA will use its reasonable best efforts to service such condition. JMA and Client acknowledge that the very nature of snow and ice management includes site and weather conditions beyond JMA's and the Clients control and JMA and Client acknowledge that snow and ice management services include activities potentially damaging to the underlying pavement and surrounding landscape elements. JMA and Client agree and acknowledge that JMA is not responsible for preventing the formation or accumulation of ice on the Property.

For any and all, actual or alleged, incidents involving in potential or apparent injury or damage, the Client will notify JMA promptly and assist in obtaining details and information required for JMA's preparation of a defense. The Client agrees that if the Client fails to so promptly notify and assist, the Client will indemnify, defend and hold harmless JMA for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from the incident.

The Client shall indemnify, defend and hold harmless JMA, its Clients, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which JMA incurs as a result of a claim or claims brought by the Client or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Client alleged or otherwise, or any Act of God, including but not limited to extraordinary weather

conditions, that is related, in any manner whatsoever, to the Property or the Client's involvement with the Property or the Services, including but not limited to personal injuries resulting from slip and fall accidents.

This contract may be terminated by either party due only to non-performance of the terms of this agreement upon thirty (30) days prior written notice. At termination the account will be audited and a final invoice will be submitted for unbilled services. The Client agrees to make payment to JMA for all services performed prior to the date of termination. The Client's obligation to pay JMA for Services performed up through and including the day of termination or expiration shall survive termination or expiration of this agreement.

## **SECTION 7B – CORONAVIRUS (“COVID-19”) TERMS AND CONDITIONS**

### **# 1. Contract Provisions – Coronavirus (“COVID-19”):**

In March of 2020, the World Health Organization declared the COVID-19 a pandemic. Reports indicate that COVID-19 is highly-contagious; individuals infected with COVID-19 can be asymptomatic for 14 days or longer, such individuals can spread COVID-19 while unaware that they are infected, and the virus may remain on contaminated surfaces for up to 72 hours. Accordingly, there is now an inherent risk in the activity of moving forward with the Agreement. Considering the foregoing and Client's desire to proceed with the Agreement, and for the good and valuable consideration of providing essential services during this pandemic, the Parties agree to the following...

Although JMA will take reasonable precautions including following CDC and OSHA guidelines, JMA has not and cannot make any guarantees, representations or warranties, either express or implied, with regard to COVID-19, including the spread and transmission of same, and hereby disclaims all liability associated with the unintentional spread or transmission of COVID-19.

JMA, on behalf of its heirs, agents, tenants and assigns (“Client Parties”), hereby waives and releases JMA and JMA's past, present or future heirs, insurers, sureties, agents, employees, officers, directors, partners, shareholders, subcontractors, suppliers, and vendors (“Contractor Party/Parties”) from all past, present, or future actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys' fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether anticipated or unanticipated, which any of the Client Parties now has or which may hereafter accrue, whether based in whole or in part related to the unintentional spread or transmission of COVID-19. This provision expressly excludes any gross negligence or willful/wanton conduct by the Contractor Parties.

The Client Parties hereby agree to forever forebear from asserting or pursuing against the Contractor Parties any actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys' fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether anticipated or unanticipated, whether based in whole or part on the negligence in whole or part related to the unintentional spread or transmission of COVID-19. This provision expressly excludes any gross negligence or willful/wanton conduct by the Contractor Parties.

To the fullest extent permitted by law, the Client Parties hereby agree to indemnify, defend, and hold harmless the Contractor Parties, and their agents and employees, against any and all actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys' fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether anticipated or unanticipated, occasioned in whole or part by any act or omission of Contractor Parties, Client, or anyone else, which arise from or are in whole or part related to the unintentional spread or transmission of COVID-19. This provision expressly excludes any gross negligence or willful/wanton conduct by the Contractor Parties.

### **# 2. Force Majeure - Coronavirus 2019 (“COVID-19”):**

The parties acknowledge that the potential effects of the coronavirus (“COVID-19”) pandemic on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this pandemic may adversely affect the JMA workforce, the supply chain for materials, the delivery of materials and/or otherwise adversely impact JMA's ability to perform as planned, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the COVID-19 pandemic are beyond the control of the parties, and if such delays occur, JMA will be granted a reasonable extension of time and an equitable adjustment in the Agreement for the additional costs incurred by JMA resulting from the COVID-19 pandemic. JMA shall give Client written notice of delay it experiences due to the COVID-19 pandemic and any additional costs it incurs due to such delay.

### **# 3. Price Volatility and Increased Costs Due to - Coronavirus 2019 (“COVID-19”):**

The parties acknowledge that some of the materials and products to be used for this Agreement may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of JMA, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, JMA shall provide written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this Agreement and the time when the job is ready for the installation of the affected material, the amount of this Agreement shall be increased to reflect the additional

cost to obtain the materials, provided that JMA provides the Client written notice and documentation of the increased costs.

In the event that any part, term, or provision of the foregoing COVID-19 provisions are determined by a court of competent jurisdiction or arbitrator to be unenforceable, invalid, or in conflict with any applicable law, the parties agree that the validity of the remaining portions of this COVID-19 provisions shall be binding and valid.

**SECTION 8 – PHOTO RELEASE** James Martin Associates, Inc.,(JMA) and the Client agree: JMA has the right to photograph the property on which services are provided; these images are products of JMA’s work and remain the property of JMA in perpetuity; JMA reserves its common law copyrights and other property rights to these images; JMA has the right to publish, and/or use images of the property in whole or in part, for promotion and advertising, and other specific JMA uses such as: an awards competition, JMA website, recruiting, marketing brochures, magazine or newspaper articles and any other lawful purpose whatsoever.

**SECTION 9 – NOTICES AND MISCELLANEOUS PROVISIONS** For the purpose of this Agreement, there are no collateral or verbal understandings. All notices required to be in writing hereunder shall be deemed to have been duly given when delivered personally or by overnight courier with a receipt obtained therefore or when mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed, to the address of the party as set forth on the signature page hereof, or to such other address as either party may furnish to the other in writing in accordance with this Section, except that notices of changes of address shall be effective upon receipt.

Any individual who signs this Agreement on behalf of the JMA or the Client represents promises and guarantees that he or she is fully authorized to execute this Agreement on behalf of his or her employer or company. In the case of an agent of the Client of the Property, such agent represents promises and guarantees that such agent is fully authorized to execute this Agreement on behalf of the Client of the Property.

If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of the Agreement, which shall be construed, reformed and enforced to affect the purposes of this Agreement to the fullest extent permitted by law.

This Agreement: (a)shall be governed by and construed under the laws of the State of Illinois, without application of principles of conflicts of laws; (b)shall constitute the entire agreement of the parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between the parties in such respect; (c)may be amended, modified or terminated, and any right under this Agreement may be waived in whole or in part, only by a writing signed statement by both parties; (d)contains headings only for convenience, which headings do not form part, and shall not be used in construction, of Agreement; and (e)shall bind and insure to the benefit of the parties and their respective legal representative.

This proposal is based on the average daily price for diesel fuel being less than \$4.00 per gallon as determined by the Department of Energy (“DOE”) National Mid-West Average Price of Fuel. (This information is updated and available after 4:00pm each Monday on the DOE website at <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>.) If fuel rates go above \$4.00 per gallon, there will be a 1% increase to the contract; if rates go above \$4.50 per gallon, there will be a 2% increase to the contract; if fuel rates go above \$5.00 per gallon, there will be a 3% increase to the contract.

The pricing of deicing chemical application materials is subject to change during the duration of the contract term due to the market adjustments to the cost of materials. JMA reserves the right to re-visit this pricing annually with the Client if the pricing of deicing chemicals increases by 5% over the estimated costs on or after November 1<sup>st</sup> of each season. In the event of a regional or national salt shortage, salt prices may increase due to availability. Client acknowledges that the rate of salt and application is subject to change and no amendment or separate signed agreement is necessary to alter same.

**SECTION 10 – PROPERTY INSPECTION SERVICES**

JMA will provide an inspection of the Property when precipitation or freezing conditions are anticipated for icing and/or slippery conditions and provide required chemical treatment. Each inspection provided by JMA will be invoiced at \$60.00 per occurrence.  
**OR**

Initial to Accept  


The Client or Client’s agent will provide an inspection of the Property when precipitation or freezing conditions are anticipated for icing and/or slippery conditions.

**SECTION 11 – ACCEPTANCE**

The undersigned parties have executed this agreement as of this 15<sup>th</sup> day of September, 2020.

**James Martin Associates, Inc.**  
59 East US Highway 45  
Vernon Hills, IL 60061

**Village of Vernon Hills Public Works**  
490 Greenleaf Drive  
Vernon Hills, IL 60061

By: Thomas C. Bolas   
James Martin Associates, Inc. Thomas Bolas, CSP

By: Bank Fuschmann  
Client

Print Name: Thomas C. Bolas, CLP, CSP

Print Title: General Manager

**JMA EMERGENCY CONTACT INFO**  
JMA 24 hour office: (847) 876-8036

**SECTION 12 – CLIENT’S EMERGENCY CONTACT INFO & COMMUNICATION SERVICES**

The Client’s contacts listed below will be entered into our web-based email notification and communication services, allowing access to our Forecast & Plan and Activity Updates.

1) Name: David Brown  
Phone: 847-367-3726  
Mobile: 847-727-0164  
Title: Public Works Director  
Email Address: DayeB@vhillz.org

2) Name Ken Loar  
Phone: 847-367-3700  
Mobile: 847-489-4898  
Title: Forestry Crew Leader  
Email Address: KenLo@vhillz.org

**CLIENT’S BILLING INFORMATION**

Contact Name: Carissa Hansen  
Address: 490 Greenleaf Drive

**INVOICE PREFERENCE**

Emailed:   
Mailed:   
Both:

City, State, Zip: Vernon Hills, IL 60061  
Phone: 847-367-3700  
Email Address: carissah@vhillz.org

**REQUIRED CLIENT’S OPERATIONAL INFORMATION** (for informational purposes only)

Mon-Fri Operating Hours: 7-3:30 PM Christmas Eve Hours: 7-11 AM  
Saturday Operating Hours: Closed Christmas Day Hours: Closed  
Sunday Operating Hours: Closed New Year’s Eve Hours: 7-11 AM  
Thanksgiving Day Hours: Closed New Year’s Day Hours: Closed  
Day after Thanksgiving Hours: Closed

*If the Client notifies JMA in writing with 24-hour notice that services are requested to not be done for a specific date or period of time, the Client assumes all liability and will hold harmless JMA for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from an incident.*

**ADDITIONAL SITE INFORMATION PROVIDED TO JAMES MARTIN ASSOCIATES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J:\CLIENT FILES COMM\Current Clients\VVernon Hills Public Works\Vernon Hills - Metra\3. Proposed Contracts\Proposed SNOW20-23 Village of VH - Metra - Snow Renewal 11-12-19.docx

## ADDENDUM

This Addendum is in addition to the terms in the attached Agreement between Contractor and the Village of Vernon Hills and shall be deemed an integral part of said Agreement.. To the extent the terms in this Addendum conflict with the terms in the attached Agreement, the terms in this Addendum shall control.

1. Direction of Work. Contractor agrees that the Director of Public Works, or his designee, shall be Contractor's point of contact with the Village and all communications between Contractor and the Village shall be made through the Director of Public Works and/or his designee. The Director of Public Works or his designee will provide direction to Contractor to enable Contractor to perform the work but shall not be responsible for controlling Contractor's manner, means or methods of performing the work.
2. No Employment Relationship. Nothing in the Contractor's Agreement or this Addendum, or any exhibit, shall create an employee-employee relationship between Contractor or any individual and the Village.
3. Insurance. Contractor shall provide insurance at or above the minimum standards in the attached Exhibit A.
4. Payment. Contractor stipulates and agrees that the Village shall make payments pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
5. Right to Withhold Payment. Without prejudice to any other remedy or right the Village may have, the Village may withhold payment, either in whole or in part, based on: (1) Contractor's failure to perform; (2) claims by subcontractors or others; (3) for damage caused by Contractor in the performance of its work; or (4) for work that is flawed or defective; or (5) based on Contractor's failure to comply with any terms of this Agreement or any Addendum or Exhibit.
6. No Liens. Contractor agrees that it shall not place a lien on any equipment or property of, or belonging to, the Village.
7. Contractor Certifications. Contractor agrees to execute the Certification attached as Exhibit B and certifies that each of the statements contained therein are true and correct.
8. Termination. Either party may terminate their Agreement at any time on 30 days written notice.

CONTRACTOR NAME: James Martin Associates, Inc.  
SIGNATURE: Thomas C. Bolas TITLE: Vice President  
PRINTED NAME: Thomas C. Bolas DATE: September 2, 2020

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

**Property Insurance:**  
**Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. **Worker's Compensation and Employer's Liability** with limits not less than:
- a. (1) Worker's Compensation: Statutory;
  - b. (2) Employer's Liability;
  - c. \$1,000,000 injury-per occurrence
  - d. Such insurance shall evidence that coverage applies in the State of Illinois.
- B. **Comprehensive Motor Vehicle Liability** with limits for vehicles owned, non-owned or rented not less than:
- a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident
- C. **Comprehensive General Liability** with coverage written on an "occurrence" as is and with limits no less than:
- a. Each Occurrence: \$ 1,000,000
  - b. General Aggregate: \$2,000,000
  - c. Products and completed operations: General Aggregate: \$2,000,000
- D. Coverage's shall include:
- a. Premises/Operations
  - b. Independent Vendors
  - c. Personal Injury (with Employment Exclusion deleted)
  - d. Broad Form Property Damage Endorsement
  - e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- E. **Umbrella Policy.** The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Vernon Hills. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.

Village of Vernon Hills shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

F. **Other Insurance Provisions -**

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

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. Waiver of Subrogation: Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees,

## EXHIBIT B

### CONTRACTOR CERTIFICATION

Contractor hereby certifies that Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of Contractor, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 651LCS 5/1 1-42,1-I;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5133E-3 and 5133E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- (D) in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et.seq.);
- (E) in compliance with the Equal Employment Opportunity Act and all other state and federal laws and regulations prohibiting unlawful discrimination and that during, the performance of the Agreement, Contractor shall:
  1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate affirmative action to rectify any such underutilization;
  2. it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
  3. in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
  4. send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules and Regulations, Contractor will promptly notify the Illinois

Department of Human Rights and Contractor will recruit employees from other sources when necessary to fulfill its obligations thereunder;

5. submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human rights Act and the Department's Rules and Regulations;
6. permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations; and
7. not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise;
8. in compliance with 775 ILCS 5/2-1.05(A)(4) by having in place and enforcing a written sexual harassment policy;
9. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Contractor may be declared ineligible for future contracts with The Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
10. in compliance with 30 ILCS 580/I et seq. (Drug Free Workplace Act) by providing a drug-free workplace by publishing a statement:
  - (a) notifying employees that the unlawful manufacturer, or distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Contractor's workplace.
  - (b) specifying the actions that will be taken against employees for violations of such prohibition.
  - (c) notifying the employee that, as a condition of employment on such Agreement, the employee will:

- i. abide by the terms of the statement; and
  - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction
  - iii. establish a drug-free awareness program to inform employees about:
    - (i) the dangers of drug abuse in the workplace;
    - (ii) Contractor's policy of maintaining a drug-free workplace;
    - (iii) any available drug counseling, rehabilitation, and employee assistance program; and
    - (vii.) the penalties that may be imposed upon employees for drug violations;
  - iv; make it a requirement to give a copy of the statement to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
- (d.) notifying the Village within ten (10) days after receiving notice from any employee or otherwise receiving actual notice of any conviction;
  - (e) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - (f) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicated that a trained referral team is in place; and
  - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section; and
11. not in violation of Village Ordinances by Contractor having given to any officer, employee, spouse of or immediate family member living with any officer or employee of The Village any gift except as otherwise permitted therein.
12. Is currently and will remain in compliance Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):
- (A) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar

months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, Contractor and all Trade Contractors shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

(B) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by Contractor and approved by the Architect. Contractor may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Agreement during periods of excessive unemployment.

(C) This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

IN WITNESS WHEREOF Contractor has hereunto set his/their hands and seals this 15<sup>th</sup>  
day of Sept 2020.

CONTRACTOR NAME: James Martin Associates, Inc.

SIGNATURE: [Handwritten Signature] TITLE: Vice President

PRINTED NAME: Thomas C Blas DATE: September 2, 2020