

**VILLAGE OF VERNON HILLS
ORDINANCE 2021-033**

AN ORDINANCE AWARDING THE CONTRACTUAL STREET SWEEPING SERVICES BID AND MULTI-YEAR CONTRACT TO TKG ENVIRONMENTAL SERVICES GROUP, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000

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 budgeted \$60,000 within FY2022 budget account (0102040-520630) for contractual power sweeping of Village streets; and

WHEREAS, the Village received a total of two (2) sealed bids on March 5, 2021 for said contractual street sweeping at which time they were publicly opened; and

WHEREAS, TKG Environmental Services Group, LLC provided the lowest qualifying bid for a price of \$56,881 for year one; with a 3% increase for years two and three should the contract be renewed; and

WHEREAS, TKG Environmental Services Group has provided said services for the Village for several years and is familiar with the scope of work; and

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: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents with TKG Environmental Services Group, LLC for contractual street sweeping of Village streets.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to TKG Environmental Services Group, LLC in an amount not to exceed \$60,000 within FY2022.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2021-033.

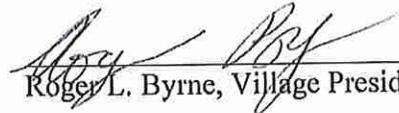
Dated the 16th of March, 2021

Adopted by roll call votes as follows:

AYES: 7 – Marquardt, Forster, Oppenheim, Koch, Takaoka, Schultz, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None


Roger L. Byrne, Village President

PASSED: 03/16/2021
APPROVED: 03/16/2021
ATTEST: 03/16/2021


Mark Fleischhauer, Village Clerk



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-033

AN ORDINANCE AWARDING THE CONTRACTUAL STREET SWEEPING SERVICES
BID AND MULTI-YEAR CONTRACT TO TKG ENVIRONMENTAL SERVICES GROUP,
LLC FOR AN AMOUNT NOT TO EXCEED \$60,000

THE 16th DAY OF MARCH 2021

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
16th Day of March, 2021

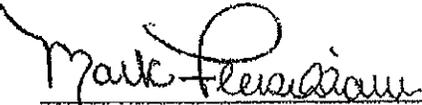
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, MARK FLEISCHHAUER, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON MARCH 16, 2021, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2021-033 AN ORDINANCE AWARDED THE CONTRACTUAL STREET SWEEPING SERVICES BID AND MULTI-YEAR CONTRACT TO TKG ENVIRONMENTAL SERVICES GROUP, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000

THE PAMPHLET FOR ORDINANCE NO. 2021-033 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED MARCH 16, 2021 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 26th DAY OF MARCH 2021.



Mark Fleischhauer
Village Clerk

SEAL



AFFIDAVIT OF SERVICE

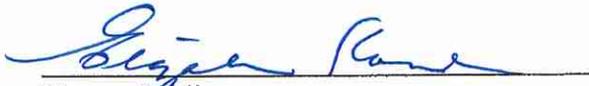
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

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. 2021-033 AN ORDINANCE AWARDDING THE CONTRACTUAL STREET SWEEPING SERVICES BID AND MULTI-YEAR CONTRACT TO TKG ENVIRONMENTAL SERVICES GROUP, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MARCH 16, 2021 TO MARCH 26, 2021.



Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 16th DAY OF MARCH 2021



Notary Public



**CONTRACT BETWEEN
VILLAGE OF VERNON HILLS
AND
TKG ENVIRONMENTAL SERVICES GROUP, LLC**

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation (“Owner”), and TKG Environmental Services Group, LLC (“Contractor”), make this Contract as of the 16th day of March, 2021, and hereby agree as follows:

**ARTICLE I
THE WORK**

1.1 **Performance of the Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following work described on Attachment A and in this Section 1.1, all of which is herein referred to as the “Work”. To the extent the terms of this Contract and the document attached as Attachment A conflict, the terms of this Contract shall control.

A. **Labor, Equipment, Materials and Supplies.** Contractor shall provide, perform and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the project in accordance with the documents attached hereto as Attachment A and made a part hereof.

B. **Insurance.** Contractor shall procure and furnish all certificates and policies of insurance specified in this Contract under attached **Exhibit A.**

C. **Taxes.** Contractor shall pay all applicable federal, state, and local taxes.

D. **Quality.** Contractor shall provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and in a manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, regulations, and directives, including but not limited to all local zoning ordinances and regulations, and other applicable codes, and with the greatest economy, efficiency, and expedition consistent herewith, with only new, undamaged and first quality equipment, materials and supplies.

1.2 **Commencement and Completion Dates.** This contract shall commence on May 1, 2021 and end on April 30, 2022. If mutually agreed upon by both parties, the contract may be extended for an additional one-year term for up to two additional years ending on April 30, 2024. (“Contract Time”)

1.3 **Technical Ability to Perform.** Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.4 **Financial Ability to Perform.** Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.5 **Time.** Contractor represents and warrants that it is ready, willing, able and prepared to begin the work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.6 **Safety at the Work Site.** Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way.

1.7 **Cleanliness of the Work Site and Environs.** Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.8 **Damage to the Work, the Work Site, and Other Property.** Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.9 **Owner's Right to Terminate or Suspend Work for Convenience.**

A. **Termination of Suspension for Convenience.** Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. **Payment for Completed Work.** In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination. Any such payment shall be offset by any prior payment or payments and shall be subject to owner's rights to withhold and deduct as provided in this Contract. Furthermore any payment by Owner made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the Contract Price set forth in Attachment A unless such a payment is permitted by and granted under the terms and conditions set forth in Article V and Attachment A.

**ARTICLE II
CHANGES AND DELAYS**

2.1 **Changes.** Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order signed by Owner. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two (2) business days following receipt by Contractor of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. No oral modification, amendment, or change shall be allowed to this contract. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Owner.

**ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

3.1 **Inspection: Correction of Defects.**

A. **Inspection.** All parts of the Work shall be subject to inspection by Owner or its designated representatives.

B. **Correction.** Contractor shall, promptly and without charge, repair, correct, or replace all or any portion of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 **Owner's Right to Correct.** If, within ten (10) business days after Owner gives Contractor written notice of any unsuitability or nonconformity, Contractor fails to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 **Insurance.** Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in the attached **Exhibit A.**

ARTICLE V PAYMENT

5.1 **Contract Price.** Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in the Contract.

5.2 **Taxes and Benefits.** Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or exercise taxes.

5.3 **Payments.**

A. **Payment.** Invoices shall be submitted to the Village (Owner) by the Contractor and shall be paid within 30-45 days upon receipt of the invoice by the Village (Owner) to the Contractor.

5.4 **Deductions.**

A. **Owner's Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request,

to deduct and withhold from any progress payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or exercise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligations in question or furnished security or such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. **Notice of Disputes and Objections.** If Contractor disputes or objects to any requirement, direction, instruction, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof, provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, directions, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. **Negotiation of Disputes and Objections.** To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects the final decision of Owner, then it shall, within three (3) business days, give Owner notice

thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 **Contractor's Remedies.** If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

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

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any and all other action necessary to bring Contractor and the Work into compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any

and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.4 **Terminations and Suspensions Deemed for Convenience.** Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension, for the convenience of Owner under Section 1.9 of the Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 **Binding Effect.** This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 **Relationship of the Parties.** Contractor is retained by the Owner only for the purposes and to the extent set forth in this contract, and its relation to the Village shall, during the term of this contract, be that of an independent contractor while providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor. Contractor shall not be considered as having an employee status, nor shall the Owner withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Owner pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Owner.

7.3 **No Collusion.** Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 **Assignment.** Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner.

7.5 **Notices.** All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in

person on a business day at the address set forth below or on the third business day after being deposited in any United States Post Office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested or one (1) business day after being delivered to a recognized overnight delivery service for guaranteed next business day delivery.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

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

Copy to: Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606
Attention: James V. Ferolo

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

TKG Environmental Services Group, LLC
345 Lakewood Ave.
Waukegan, IL 60085
Attn: Rich Katz

7.6 Indemnification. As a material inducement for the Owner to enter into this contract, Contractor agrees to defend, indemnify and hold harmless the Owner and its elected officials, officers, agents, attorneys and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with Contractor's operation of the Project or performance of the terms of this contract, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Owner, its representatives, officers, trustees, agents and employees. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Owner shall have the right to counsel of its choice and the right to direct its own defense.

The scope of Contractor's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of Contractor, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Contractor, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

- (2) loss or damage of any kind resulting from Contractor's failure to comply with any provision of this contract, or of any federal, state or local law or regulation applicable to Contractor.

7.7 **Governing Laws.** This contract provides for services to be performed and goods to be delivered within the State of Illinois. Accordingly, this contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this contract and its enforcement, venue shall be in the Circuit Court of Lake County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

7.8 **Compliance with Laws and Grants.** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations.

In accordance with the Illinois Prevailing Wage Act III. Rev. Stat. 820 ILCS 130/1 et seq., the Contractor (and all subcontractors hired by Contractor) shall not pay less to all laborers, workman, and mechanics performing work under this contract that the prevailing rate of wages for similar work in the locality of the Village of Vernon Hills. Not less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by a Court on review shall be paid to all laborers, workers and mechanics performing work under this Contract. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract and delivered to Owner upon written request by Owner. If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract. Contractor shall require each subcontractor to comply with the provisions of this Section 7.7.

Each party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for

the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each party and its officers, corporate authorities, employees and agents further certify by signing this contract that the party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the parties been so convicted nor made such an admission.

The Contractor shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).

No employee or agent of the Owner is interested in the business of Contractor or this contract; (2) as of the date of this contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this contract.

In the performance of its obligations pursuant to this contract and in the operation of its program, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by Contractor hereunder. Any complaint of such discrimination received by Contractor shall be immediately forwarded to the Owner.

The Contractor shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by Contractor in all its contracts and agreements with contractors and subcontractors for this program.

The Contractor shall comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") as follows: the definition of a public record in the FOIA includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other parties, upon request, their public records relating to the performance of this contract in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Village to any FOIA request, Contractor agrees to provide all requested public records within five (5) business days of a request being made by the Village. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all public records as requested by the Village. Furthermore, should Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to Contractor request to utilize a lawful exemption.

Contractor affirms that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in United States Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the Village that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor agrees to defend, indemnify and hold harmless the Village, its respective corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

7.9 **Time.** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.10 **Severability.** The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.

7.11 **Amendments.** No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

Attest/Witness

By: *Genevieve Kamef*
Title: *Executive Secretary*

Attest/Witness:

By: *[Signature]*
Title: *MANAGER*

OWNER:

VILLAGE OF VERNON HILLS

By: *[Signature]*

Title: *Village Manager*

CONTRACTOR:

TKG ENVIRONMENTAL SERVICES
GROUP, LLC

By: *[Signature]*

Title: *Manager*

STATE OF ILLINOIS)
)
COUNTY OF Lake) SS

CONTRACTOR'S CERTIFICATION

Tech Environmental Services Group, LLC, being first duly sworn on oath, deposes and states that all statements herein are made on behalf of Contractor, that this deponent is authorized to make them, and that all statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of a violation of either 720 ILCS 5/33E-3 or 33E-4 of the Criminal Code of 1961.

DATED this 17 day of MARCH, 2021.

Attest/Witness

By: [Signature]

Title: Dispatcher

By: [Signature]

Title: Manager

Subscribed and Sworn to
before me this day 17
of MARCH, 2021.

[Signature]
Notary Public



(SEAL)

EXHIBIT A INSURANCE REQUIREMENTS

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

Property Insurance:

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate.
- Villages and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Commercial General Liability, The Village's and Contractor's Protective Liability and Automobile Liability Coverage

- a. The Village, its elected officials, officers, agents, attorneys, employees and volunteers are to be covered as Additional Insureds with regard to liability arising out of activities performed by or on behalf of Contractor and for materials, and equipment procured, owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.
- b. Contractor's insurance coverage shall be primary insurance with regard to the Village, its elected officials, officers, agents, attorneys, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor's policy or policies

of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

Worker's Compensation and Employers' Liability Coverage

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

All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to The Village. In the event of the cancellation of any insurance policy required herein, or upon Contractor's failure to procure said insurance, the Village shall have the right to terminate this contract.

Acceptability of Insurers

The insurance carrier used by Contractor shall have a minimum insurance rating of A- according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

Certificates of Insurance

Contractor shall furnish The Village with certificates of insurance and copies of all policies of insurance naming The Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. The Village reserves the right to request full certified copies of the insurance policies. Contractor shall furnish evidence of such insurance to the Village prior to the Effective Date, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

ATTACHMENT A

DESCRIPTION OF WORK/PROPOSAL

(See Attached)

SPECIFICATIONS

Scope of Work:

The Village of Vernon Hills is seeking a contractor to perform street sweeping services on Village-owned arterial, collector, residential, state and country roadways within its municipal boundary and Village/School District 73 owned parking lots and areas. Additionally, the Village requires the contractor to perform emergency street sweeping services after vehicle accidents and spills on roadways as well. The contractor's response time to emergency sweeps shall be two (2) hours or less.

The contractor shall not be responsible for the disposal of debris from street sweeping services or the costs to dispose of street sweeping debris. The contractor shall transport all debris to the Village of Vernon Hills Public Works Facility from various street sweeping sites. Only debris from Vernon Hills street sweeping operations will be allowed to be dumped at the Village facility.

When work is being performed on a per mile basis (discretionary sweeping), mileage traveled from street sweeping sites to the Public Works facility shall not be charged to the Village of Vernon Hills and shall be considered incidental to the contract.

Project Deliverables:

The contractor shall provide all labor and equipment necessary to provide street sweeping services to the specifications and estimated quantities identified herein.

Table A:		
Village of Vernon Hills - Street Sweeping Deliverables (All quantities are estimated)		
Sweeping Section	Approximate Centerline Mileage (Per Sweep)	Estimated Frequency (Per Year)
Village Arterial, Collector, and Residential Curbed Roadways	81	8
Emergency Sweeps	N/A	20
Special Request Sweeps	N/A	25

Dates provided for cycle sweeps are tentative and intended for planning purposes. If needed, dates for cycle sweeps may be requested earlier, later, or not at all depending on

weather and conditions of roadways. Sweeping zones may be substituted, exchanged and/or “banked” meaning saved for future use for others, in a particular cycle if village inspector/program manager deems it necessary.

If any time during the term of this Agreement the Village deems a sweep or service to be unsatisfactory, the Contractor shall perform the additional service at no additional cost to the Village. Repetitive callbacks shall be considered as a default and result in termination of this Agreement.

Parking Lots and Areas:

The Parking Lots and Areas shall be swept two (2) times per year. All paved surfaces, including aprons, curbs, gutters, and appurtenant sidewalks shall be swept. All debris in corners and on appurtenant sidewalks not accessible to sweeping machines shall be removed by contractor’s personnel with hand held blowers or the like; debris shall be collected so as will be accessible for sweeping machines.

Where parking areas are adjacent to residential areas, contractor shall make all reasonable efforts to reduce noise from sweeping operations. Commuter lots shall be swept between the hours of 3 a.m. and 7 a.m. if swept during the week. Most likely the parking lots will be swept on the weekends; exact dates shall be coordinated with and approved by the Owner’s designee.

Parking lots shall be swept two (2) times per year, with sweeping cycles scheduled in the spring (April 1 - May 30) and fall (September 1 - November 30). Exact dates shall be coordinated with and approved by the Owner’s designee. This item shall be paid for on a per cycle basis as shown on the proposal page.

Parking lot and area locations to be completed are shown in the tables in attachment A, Route 9 and Route 10. The Village will be the sole determiner of what is considered to be satisfactory sweeping.

Scheduling of Work:

All work shall be scheduled with the Director of Public Works or his designee. While working for the Village of Vernon Hills during regularly scheduled street sweeping cycles, the contractor’s sweeping employees or route supervisor shall speak with the Public Works Director or his/her designee on a daily basis at or before 7:15 am. At that time the Contractor shall be directed where to begin work.

Exact dates of each sweeping cycle shall be coordinated with and approved by the Director of Public Works or his designated representative (the “Director”). Contract shall be paid on a *per cycle basis* as shown on the proposal page.

Arterial, Collector and Residential Streets:

Streets included in this category (including islands, cul-de-sacs and dead ends) total approximately 81 centerline miles.

Arterial, Collector and Residential road shall be scheduled at different times and shall appear as separate charges on invoices.

All village-owned streets should be swept a minimum of eight (8) times per year.

Eight (8) complete sweeping cycles shall tentatively consist of:

Two (2) cycles in the spring (March 1 - May 30);

One (1) cycle in the summer (June 1 - August 31);

and

Five (5) cycles in the leaf season (October 1 - December 31).

Exact dates shall be coordinated with and approved by the Director of Public Works or his/her designee.

The eight (8) sweeping cycles shall be paid for on a *per cycle basis* as shown on the proposal page. Scheduled arterial, collector, and residential curbed sweeping cycles shall be completed in not more than seven (7) business days of commencement. Additionally, interior roadway "islands", medians, polygonal and circular or the like shall be swept as well. Typically, these are completed by a left hand driving machine, the approximate total mileage Village wide for these 14.75 miles. During a scheduled cycle, the contractor shall have at a minimum two (2) sweepers, four (4) during leaf season working in town.

Discretionary Sweeping:

The contractor shall provide street sweeping services on an as needed basis. Discretionary sweeping may occur on state, county or Village owned roadways. It is estimated that approximately 50 curb miles of discretionary sweepings may be completed in a given year. Miles traveled prior to the beginning of each work day, miles traveled to and from the Public Works facility for the disposal of street sweeping debris, and miles traveled to sweeping sites shall all be considered incidental to the contract at performed at no additional cost to the Village. Discretionary sweeping shall be paid on a *per mile basis*.

Emergency Sweeping:

The contractor shall provide 24 hour emergency response street sweeping service for material spills or other emergencies designated by the Village that would occur outside of the normal sweeping schedule/hours. If these services are required, the contractor shall respond and begin sweeping within two (2) hours of notification from the Village.

The contractor shall be paid on a **per hour basis** with a two (2) hour minimum, excluding travel time. The contractor shall provide a separate invoice for these services.

Special Request Sweeping:

The Village requires the contractor to provide service for special request sweeping such as parking lots, parades, carnivals, construction projects, clean-up after tree trimming work, etc., that would occur outside of the normal sweeping schedule. Some of the extra work that may be required will be to clean streets and Village parking lots before and/or after special events. Five (5) special events for which cleaning shall be required are: July 4th Parade (July 4th), Summer Celebration (July 15th-18th), National Night Out (August 3rd), Ribfest (August 20th-21st), and Fall Fest (September 26th). The Contractor will be required to complete cycles for the zone(s) prior to and after these perennial events. Dates posted are for the 2021 calendar year, in subsequent years the dates may change, but will generally follow the same timeframe. Special request sweepings shall be scheduled in advance with the contractor by the Director of Public Works or his/her designee. The contractor shall be paid on a per hour basis with a two (2) hour minimum, excluding travel time to and from. The contractor shall provide a separate invoice for these services.

Parking Lots and Areas: All paved surfaces, including aprons, curbs, gutters, and appurtenant sidewalks shall be swept. All debris collected in corners not accessible to sweeping machines shall be removed from corners by contractor's personnel so as to be accessible for sweeping machines, i.e., backpack or handheld blowers. Where parking areas are adjacent to residential areas, contractor shall make all reasonable efforts to reduce noise from sweeping operations.

Collection of Debris:

Collection of debris is defined as the satisfactory removal of all sand, stone, glass, debris, refuse, dirt, leaves and other similar materials which may be accumulated on the entire width of roadway and/or parking areas described as the designated area to be cleaned. All storm water inlets shall be cleared of all debris. Upon the completion of any street sweeping assigned, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Director Public Works or his designated representative.

Special Note Regarding Leaf Collection:

The Village of Vernon Hills provides no official leaf collection program for residents. Residents use either private contractors or the typical roadside pickup in yard waste bags with refuse/recycling village wide weekly waste haulers. It is against Village code for residents and businesses to dispose or "relocate" leaves and/or debris into the roadway. The contractor shall be required to remove all leaves from the roadways and parking areas as part of the street sweeping process. Bidders are cautioned to be aware of this when preparing their bids.

Disposal of Debris:

The contractor shall dispose of collected debris in the designated area at the Public Works facility located at 490 Greenleaf Drive. Only debris from Vernon Hills street sweeping operations will be allowed to be dumped at Village facility. The Village will be responsible for the final disposal of all debris.

Progress Reporting & Inspection:

The contractor will be required to maintain and keep adequate records at all times on each day's work to track progress, including the number of curb miles swept. Progress sheets, including equipment breakdowns, shall be turned in daily to the Director of Public Works or his designated representative. The sheets shall indicate which zones, streets and /or parking lots or areas were cleaned, and the approximate time the area was cleaned. The Contractor shall have the ability to provide GPS tracking reports if requested. In addition, the contractor shall call in at the beginning and the end of the sweeping shift. At the end of each shift, the operator must advise the Village inspector which streets were completed and the number of actual sweeping miles completed. The Village inspector will inspect the work the next day. Anything not swept to the Village's satisfaction will be re-swept by the contractor within 24 hours at no additional cost to the Village. The Village will be the sole determiner of satisfactory removal. In the event the Village deems removal to be unsatisfactory, the Contractor shall perform the additional sweeps at no additional cost to the Village.

SWEEPING PROCEDURES

Direction of Operation:

All street sweeping, to the greatest extent possible, including parking lots shall travel in the same direction as traffic.

Hours of Operation:

All streets shall be swept between the hours of 7:00 am and 3:00 pm.

24-hour Availability:

The contractor shall provide a telephone number for emergency and special services to the Village.

Public Safety:

The contractor shall perform all work in a manner that minimizes road hazards to the public.

All sweeping equipment must be fitted with an approved yellow safety flasher light or rotating beacon which is functional at all times of operation and is D.O.T. compliant. An illuminated directional arrow shall be functioning during all sweeping operations.

The contractor shall take measures to avoid slippery conditions from excessive water on the pavement.

Dust Control:

The contractor shall use a sufficient amount of water during sweeping operations to provide adequate dust control.

Protection of Property:

All reasonable precautions shall be taken to protect public and private property from undue damage. This would include: pavements, sidewalks, lawns, fences, bushes, trees, shrubs, and buildings. If the Director of Public Works or his/her designee determines the contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Village at the contractor's expense.

Accident Reporting:

All on the job accidents that damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be immediately reported to the Department of Public Works at (847) 367-3726 and to the Vernon Hills Police Dept. at (847)362-4449.

Water Supply:

The Village shall furnish water for sweeping operations at no cost to the contractor from the meter located at 490 Greenleaf Drive **ONLY**.

Equipment Storage:

The Village does not allow parking or storage of the contractor's sweeping units on Village property.

Sweeping Equipment:

The contractor shall use either mechanical type sweepers or regenerative air type sweepers, as specified by the Director of Public Works, at any time during any sweeping cycle, depending on sweeping and/or weather conditions.

Each sweeper unit, when operating under this agreement, must be equipped, at the contractor's expense, with a Village-approved communication system.

Each sweeper unit must be fitted with an approved yellow safety flasher light or rotating beacon which shall function at all times of operation and per I.D.O.T. standards.

Each sweeper unit must be equipped with GPS tracking capability

Each sweeper unit must be equipped with an illuminated directional arrow which shall function during sweeping operations.

The Contractor shall provide and maintain sufficient equipment to satisfactorily meet the specified cleaning cycle. At a minimum, the Contractor must own or lease one (1) mechanical, three (3) vacuum type sweepers, and three (3) regenerative air units. The vacuum sweepers will be the primary unit or units used during Routine and parking lot while sweeping the Village.

All sweeping equipment that will be used to fulfill the obligations of this contract is required to be no more than five (5) years old based on model year, in good operating condition, and have passed USEPA Rule 1186 PM10 certification. All equipment must be outfitted with backflow

prevention devices or an air gap of one-inch (1") minimum must be maintained between the full level of the water tank and the fill tube.

All vacuum units must have a suction of not less than 8,000 cubic feet per minute and a hopper capacity of five (5) cubic yards or greater. The Vacuum unit must have functioning gutter brooms mounted on both sides of the unit and the ability to sweep from either side. The unit must adequately sweep at least a four-foot (4') wide path in one pass.

BID PROPOSAL

Village of Vernon Hills-Contractual Street Sweeping

CONTRACTOR INFORMATION

Company Name: TKG Environmental Services Group, LLC
Address: 345 Lakewood Ave.
Waukegan, IL 60085
Phone Number: (847) 505-1400
Contact Name: Rich Katz
Contact Email: richk@tkgcompanies.com

TABLE OF UNIT PRICING May 1, 2021-April 30, 2022					
	<u>Item</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1	Arterial, Collector and Residential Streets	Cycle	8	\$ 5,832.00	\$ 46,656.00
2	Discretionary Sweeping	Per Curblime Mile	50	\$ 45.00	\$ 2,250.00
3	Emergency Sweepings	Hour	20	\$ 130.00	\$ 2,600.00
4	Special Request Sweepings	Hour	25	\$ 115.00	\$ 2,875.00
5	Municipal Parking Lots	Cycle	2	\$ 750.00	\$ 1,500.00
6	Hawthorn District 73 Parking Lots	Cycle	2	\$ 500.00	\$ 1,000.00
7	Total Annual Cost	\$ 56,881.00			
8	Total Annual Cost In Words	Fifty-Six Thousand Eight Hundred Eighty-One and Zero Cents			
9	May 1, 2022 – April 30, 2023: rates will increase by <u>3.0</u> %.				
10	May 1, 2023 – April 30, 2024: rates will increase by <u>3.0</u> %.				

Bidder warrants and represents that Bidder has carefully examined the Work Sites described and it's environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents.



Authorized Contractor Signature
Daniel Katz

Printed Name

Manager
Title
03/01/2021

Date

REFERENCES

Please list below three (3) references for which your firm has performed similar work for municipalities.

MUNICIPALITY:	Village of Mundelein
ADDRESS:	440 E Crystal St.
CITY, STATE, ZIP CODE:	Mundelein, IL 60060
TELEPHONE NUMBER:	847-949-3269
CONTACT PERSON:	Craig Schaul
DATES OF SERVICE:	2013-Present
MUNICIPALITY:	Village of Gurnee
ADDRESS:	1151 Kilbourne Road
CITY, STATE, ZIP CODE:	Gurnee, IL 60031
TELEPHONE NUMBER:	847-599-6800
CONTACT PERSON:	Jacob Balmes
DATES OF SERVICE:	2012-Present
MUNICIPALITY:	City of Highland Park
ADDRESS:	1150 Half Day Road
CITY, STATE, ZIP CODE:	Highland Park, IL 60035
TELEPHONE NUMBER:	847-926-1146
CONTACT PERSON:	Ron Bannon
DATES OF SERVICE:	2013-Present

EQUIPMENT

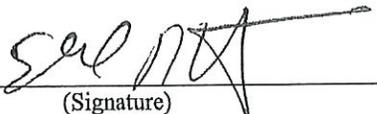
Please provide a list of equipment available for use:

SEE ATTACHED LIST

[Faint, illegible text or stamp]

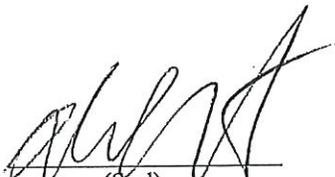
Certificate of Compliance-Bidrigging

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-11, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF TKG Environmental Services Group, LLC THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACTS, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

By: 
(Signature)
Daniel Katz
(Print Name)

Date Submitted: 3/4/2021

TKG Environmental Services Group, LLC
(Name of bidding company)
345 Lakewood Ave.
(Address)
Waukegan, IL 60085
(City) (State) (Zip)
(847) 505-1400
(Phone)
(847) 505-1410
(FAX)
richk@tkgcompanies.com
(E-Mail)


(Seal)

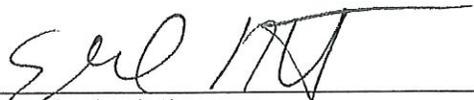


Coordination of Contractors

The Village of Vernon Hills has the responsibility to hire contractors who are knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. To provide education for all contractors responsible for municipal green infrastructures and ensure they are aware of good housekeeping/pollution prevention practices. The current ILR10 may be found on the Village website, Engineering Department, NPDES Report. The current ILR40 may be found on the Village website, Engineering Department, Vernon Hills SMPP.

Certification of Coordination of Contractors

This certifies that TKG Environmental Services Group, LLC (company name) is knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. Also, has reviewed and understands all Stormwater Best Practices as listed on the Lake County Stormwater Management Commission website.



Authorized Signature

Daniel Katz

Printed Name

Manager

Title

TKG Environmental Services Group, LLC

Company

03/04/2021

Date

Certification of Substance Abuse Prevention Program

This certifies that TKG Environmental Services Group, LLC (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.


Authorized Signature

Daniel Katz

Printed Name

Manager

Title

TKG Environmental Services Group, LLC

Company

03/04/2021

Date

VILLAGE OF VERNON HILLS CONTRACT/PROPOSAL FOR CONTRACTUAL STREET SWEEPING

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

TKG Environmental Services Group, LLC - 345 N Lakewood Ave, Waukegan, IL 60085

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

QBE Insurance Corporation - 55 Water Street, 20th Floor, New York, NY 10041

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Pennsylvania, hereinafter called Surety, are held and firmly bound unto Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, Illinois 60061, as Oblige, hereinafter called Owner, in the full and just sum of *See Below Dollars (\$ *See Below), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Proposal dated March 5th, 2021, to Owner entitled Street Sweeping Program (the "Contract/Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Contract/Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates of insurance required of it, (2) timely execute all other required documentation related to the Contract/Proposal, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Contract/Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Contract/Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 4th day of March, 2021

Attest/Witness

By:

[Handwritten signature]

PRINCIPAL TKG Environmental Services Group, LLC

By:

[Handwritten signature]

*Three Thousand and 00/100 Dollars (\$3,000.00)



POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, on behalf of itself and its affiliates, having its principal office at 55 Water Street, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **Armanda Marie Qulgley, Andrea Joy Michael Haight, William Vincent Gerber, Bradford Qulri, Ethan Baker, Jeremy John Crawford, Sydney Renee Epema, Tanya Mleko Fukushima, and Victoria Lynn Gupta of CCI Surety, Inc. of Golden Valley, MN** its true and lawful Attorney-in-Fact, to sign its name as surely only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surely, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 9, 2020.

Attest:

QBE INSURANCE CORPORATION

(Seal)

By:

Harpreet Mann
SVP, NA Head of Global Credit & Surety

By:

Charles Cygal
Vice President

STATE OF NEW YORK)

)SS.:

COUNTY OF NEW YORK)

On this December 9, 2020, before me personally appeared Harpreet Mann and Charles Cygal, both to me known to be SVP and Vice President, respectively, of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

Linda S. Lin
Notary Public, State of New York
Reg. No. 02L18110234
Qualified in Queens County
Commission Expires June 20, 2024

By:

Linda Lin, Notary Public

CERTIFICATE

I, Mark Pasko, the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date and terminates on the last day of the calendar year signed below.

Given under my hand and seal of the Company, this 4th day of March 2021.

(Seal)

By:

Mark Pasko, Corporate Secretary

Municipal Equipment List

TKG Environmental Services Group

February 1, 2021

Sweepers - We will use all Regenerative air sweepers for municipal sweeping. Our sweepers are all equipped with a minimum of 250 Gallons of Water. All the municipal sweepers have dual steering and curb brooms. All the municipal sweepers are equipped with spray bars, curb broom and inside the hopper water. All the municipal sweepers have IDOT lighting, directional arrows and flashers. Each operator has a company phone and safety gear. Our employees also wear company identifying clothing.

1. 2008 - Schwarze A7000 - 7 Yard Hopper, Regenerative Air Sweeper
2. 2007 - Schwarze A7000 - 7 Yard Hopper, Regenerative Air Sweeper
3. 2008 - Elgin Crosswind - 7 Yard Hopper, Regenerative Air Sweeper
4. RB 2020 - Elgin Crosswind - 7 Yard Hopper, Regenerative Air Sweeper
5. RB 2019 - Elgin Crosswind - 7 Yard Hopper, Regenerative Air Sweeper
6. 2009 - Elgin Crosswind - 7 Yard Hopper, Regenerative Air Sweeper
7. 2007 - Tymco 435 - 4 Yard Hopper, Regenerative Air Sweeper
8. 2004 - Tymco 435 - 4 Yard Hopper, Regenerative Air Sweeper
9. Mechanical Broom Leased as needed on a job by job basis

All of our drivers/trucks are tracked using GPS on handheld smart devices.

Thank you

Rich Katz
TKG Environmental Services Group, LLC

Title: MANAGING MEMBER

Title: Richard Katz, Managing Member

Attest/Witness:

SURETY: QBE Insurance Corporation

By: William J. Nemecek

By: [Signature]

Title: William J. Nemecek, Attorney-in-Fact

Title: Jeremy John Crawford, Attorney-in-Fact

ATTACHMENT B

DESCRIPTION OF WORK SITES/LOCATIONS

(Refer to Attachment A Also)

Arterial, Collector and Residential Streets:

Streets included in this category (including islands, cul-de-sacs and dead ends) total approximately 81 centerline miles.

PARKING LOTS AND AREAS

Village of Vernon Hills Sites

Lot 1 - Vernon Hills Police Department lot	approx. 108 spaces
Lot 2 - Vernon Hills Arbor Theater lot	approx. 73 spaces
Lot 3 - Vernon Hills Athletic Center lot, Cougar Way, Nike Parkway	approx. 409 spaces
Lot 4 - Vernon Hills Village Hall lot	approx. 52 spaces
Lot 5 - Vernon Hills Public Works lot	approx. 34 spaces
Lot 6 -Vernon Hills Golf Course	approx. 104 spaces
Lot 7 -Vernon Hills Metra Station	approx. 680 spaces

Village of Vernon Hills Sites-Hawthorn Dist. 73 lots

Lot 1 - Hawthorn Middle School South	approx. 133 spaces
Lot 2 - Hawthorn Aspen Elementary School	approx. 101 spaces
Lot 3 - Hawthorn Elementary School South	approx. 114 spaces



village Commons

60 E Townline Rd

W Townline Rd

Aspen Circle Dr
Keystone Ln
W Alpine Springs Dr

W Flaherty Rd

Lakeview Fkwy

N Jansky Dr

W
rset Ln
Strmington Ln

Mallard Ct
Meadow Ct

Wood Ct
Creech Dr
Russell Way
Tanglewood Ct
Tanglewood Ln

Sullivan Dr
Maplewood Dr
Barnwood Dr

I Rd

Southgate Dr
Tally Ho Dr
Dorbury Dr

bing
Camden Pl

Augusta Park

Deerpath Park

Augusta Dr

Edgewood Rd

N Farnay Dr

Amber Ln

Bedford Dr

Gulfr

Amber Ln

Cherokee Rd

Amber Ln

Walden Dr

45

Morimac Park

S Stone Fence Rd

S Heald Bush Ln

S Old Creek Rd

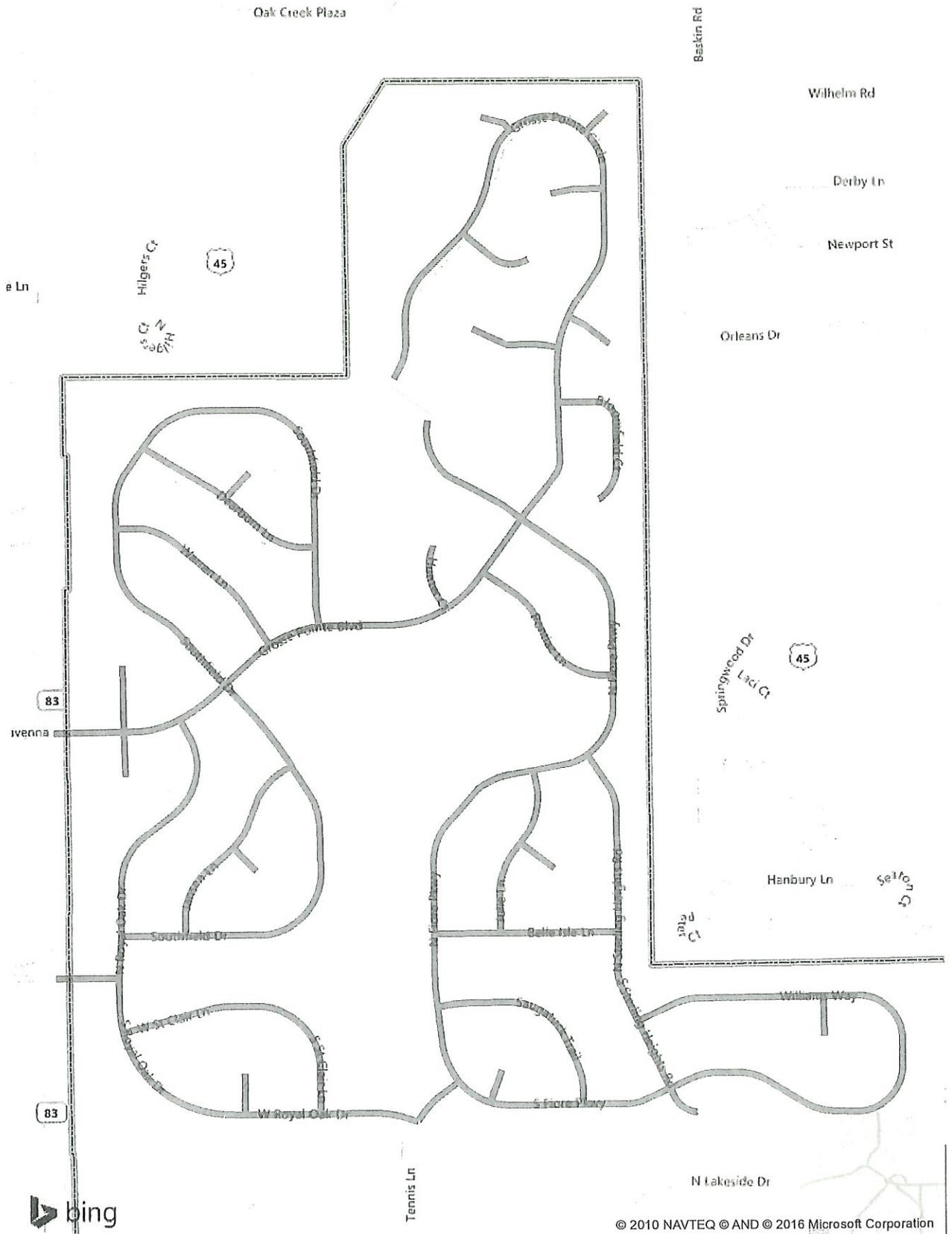
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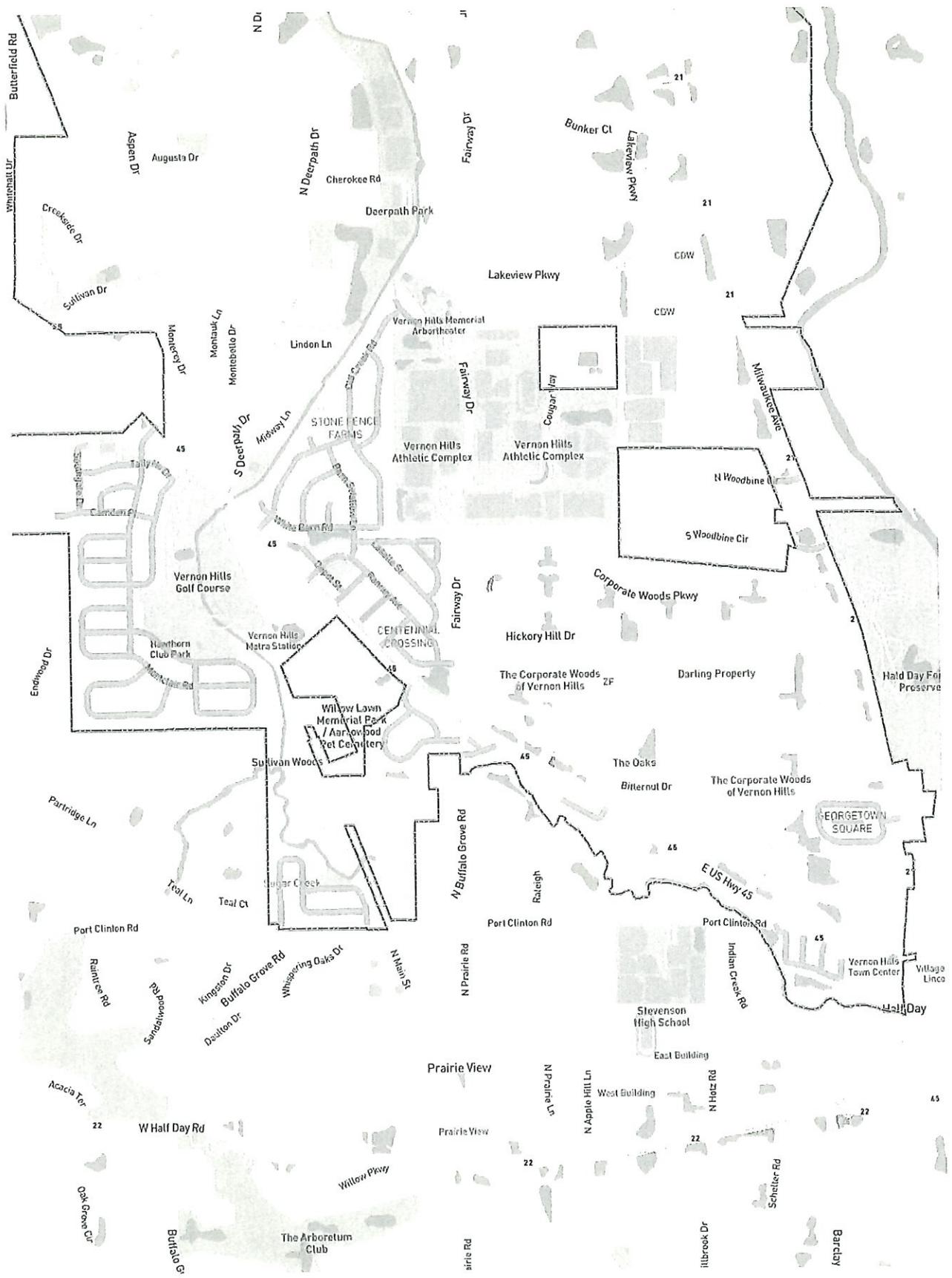
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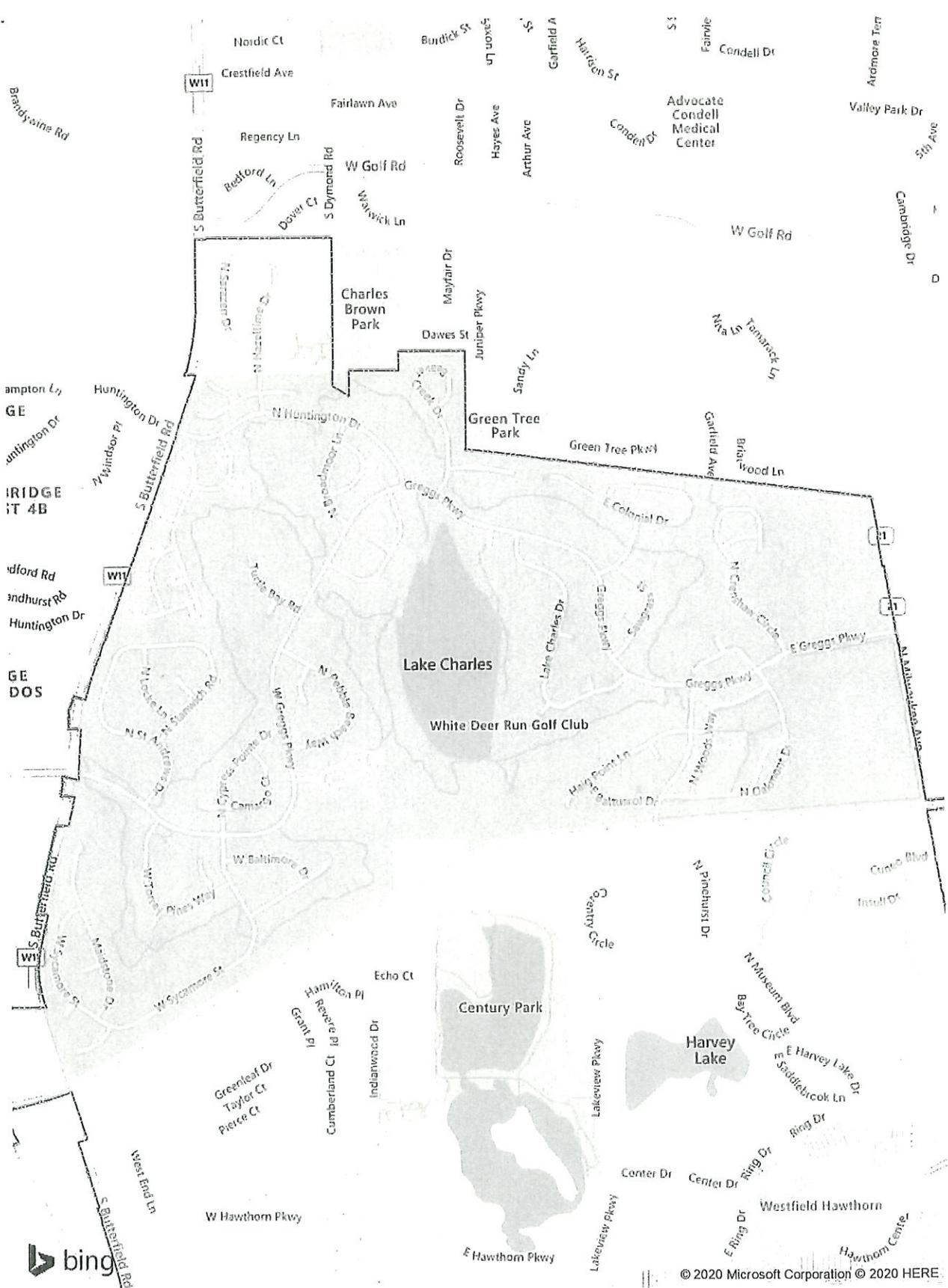
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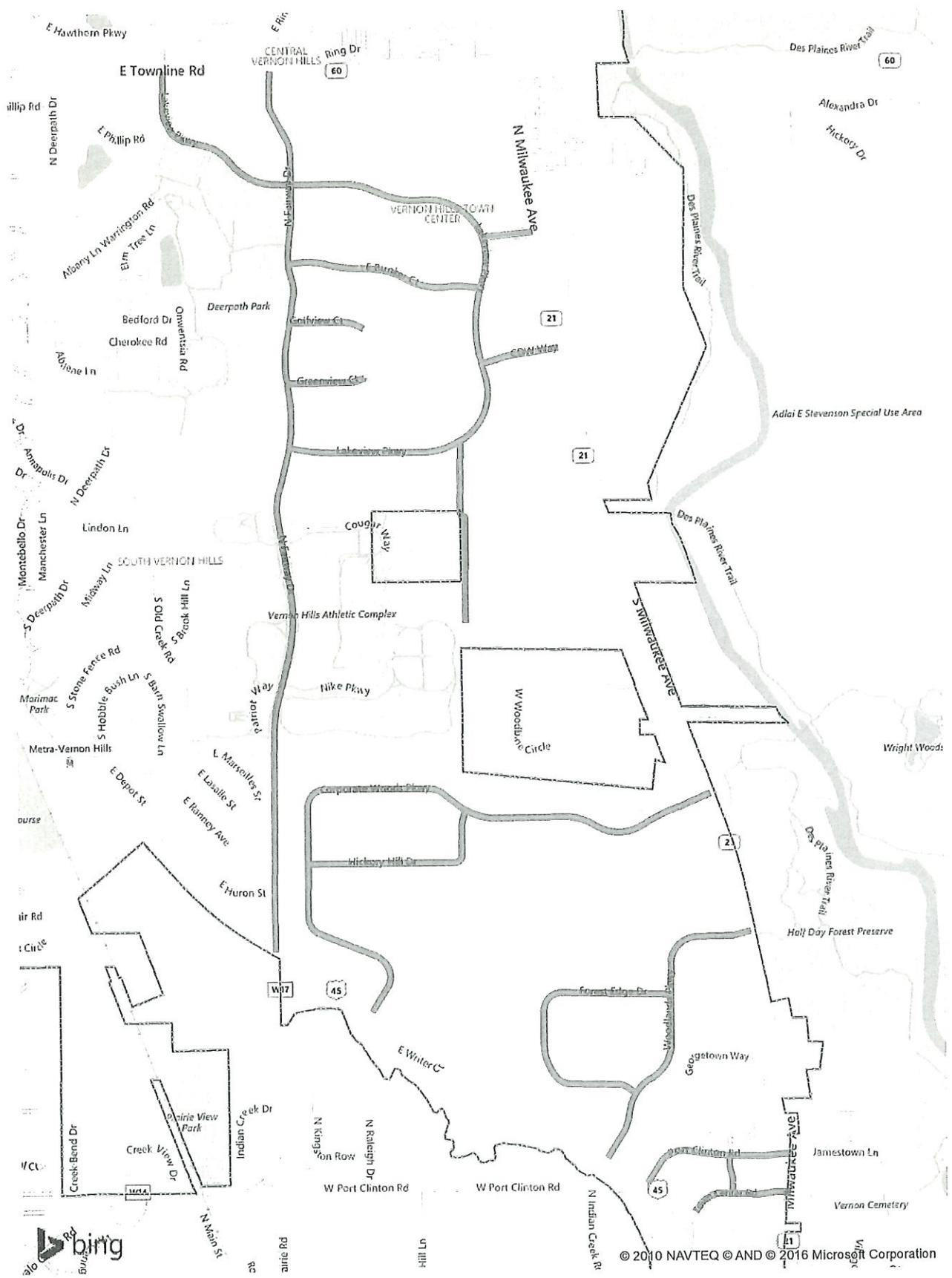
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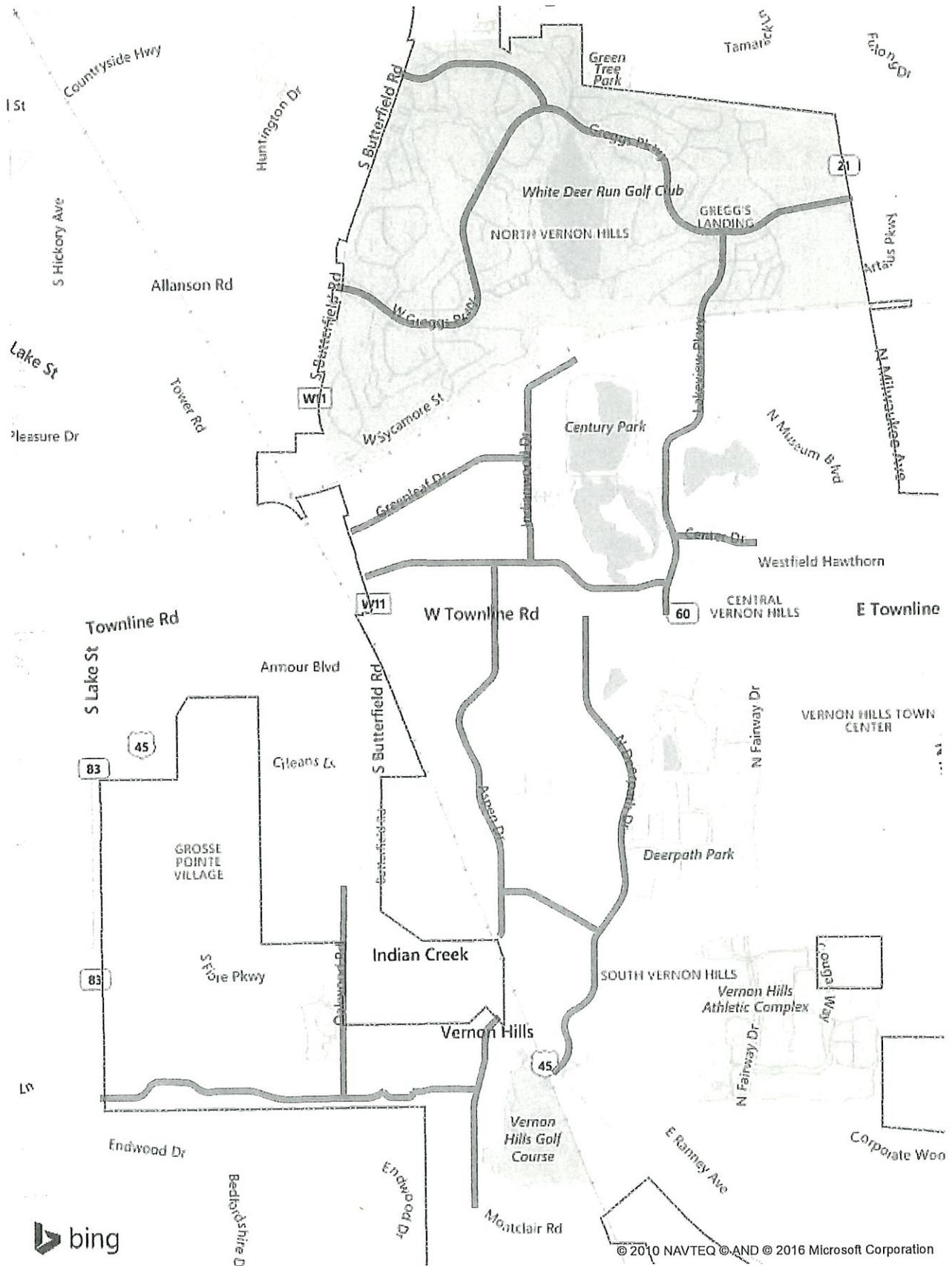


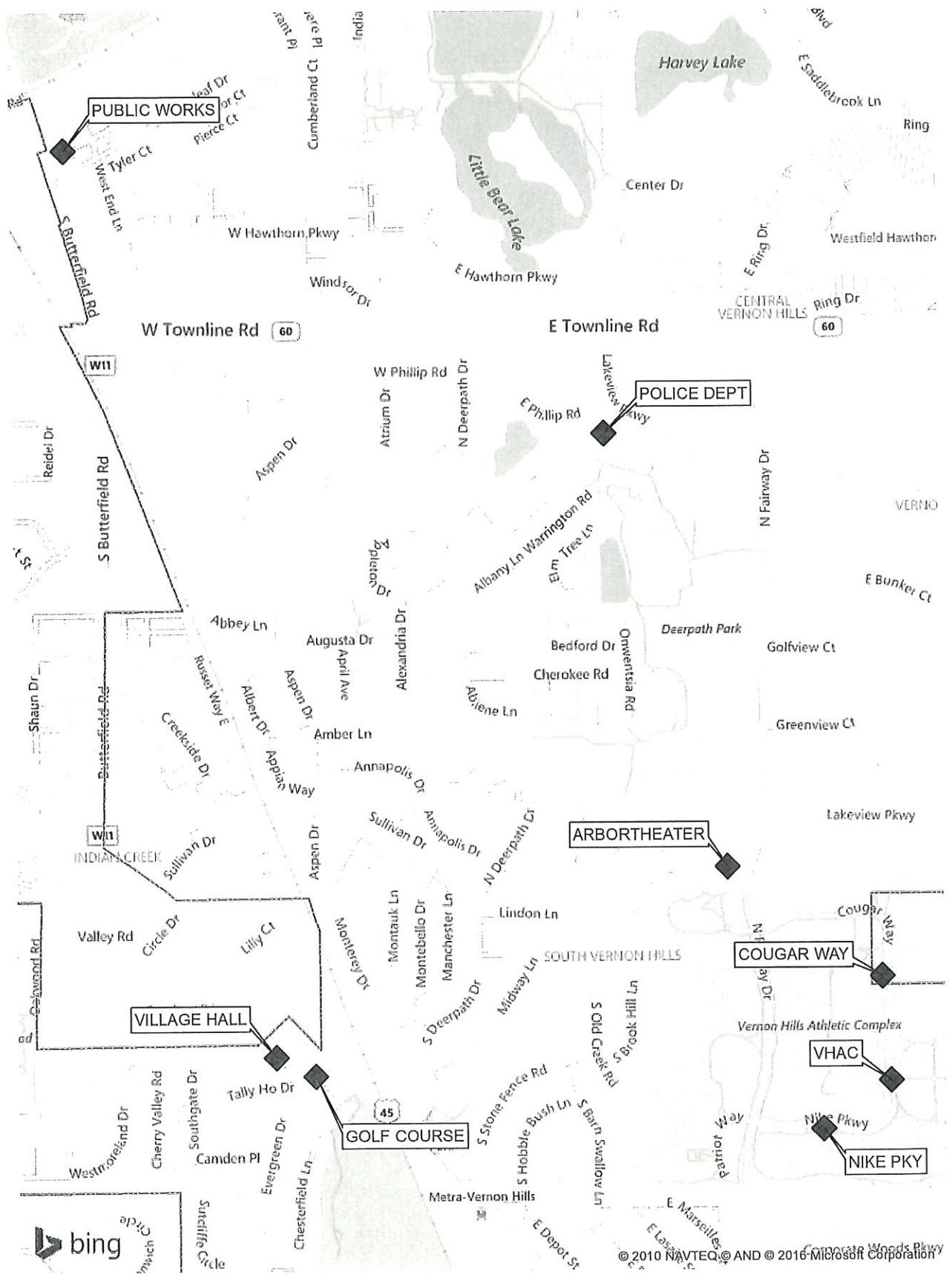


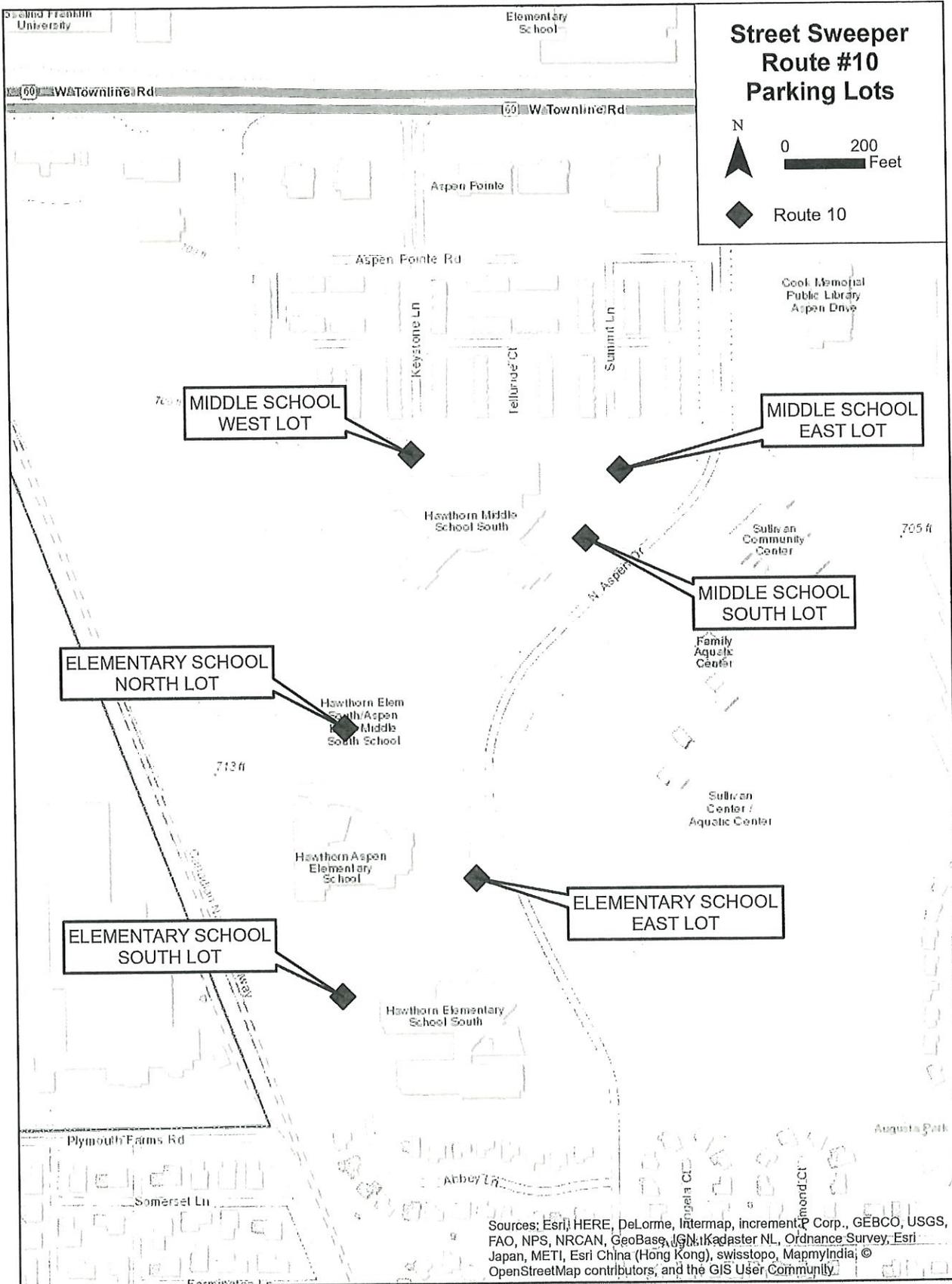


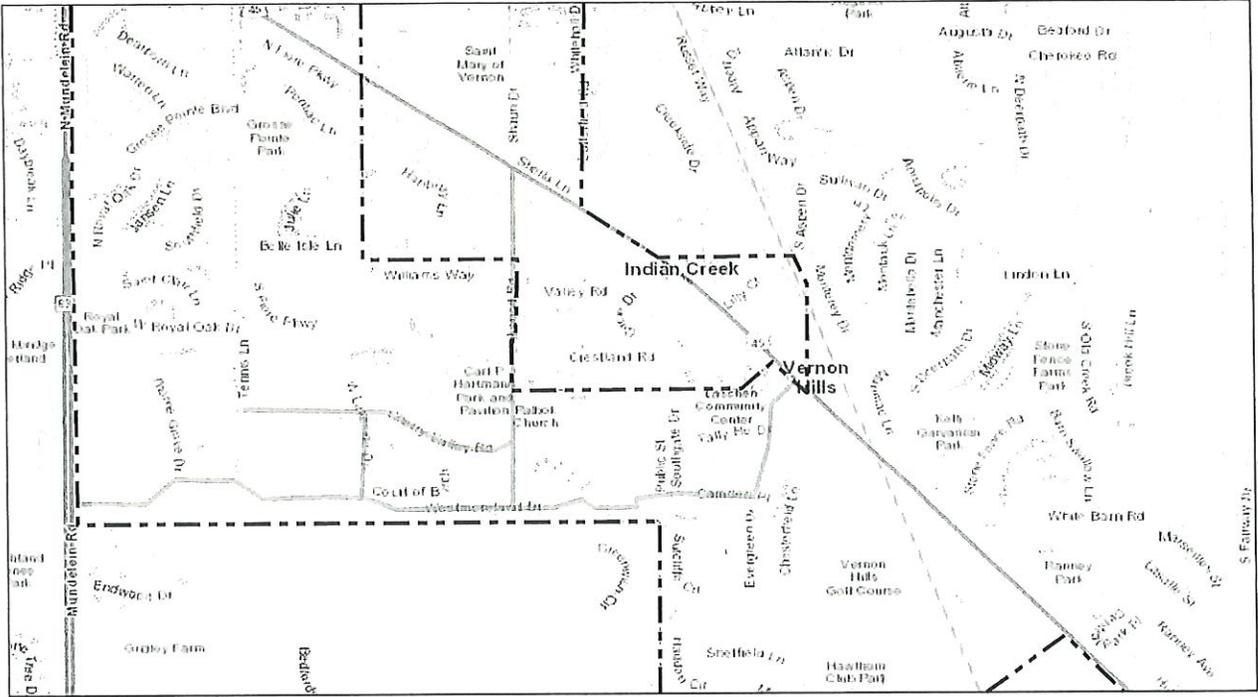








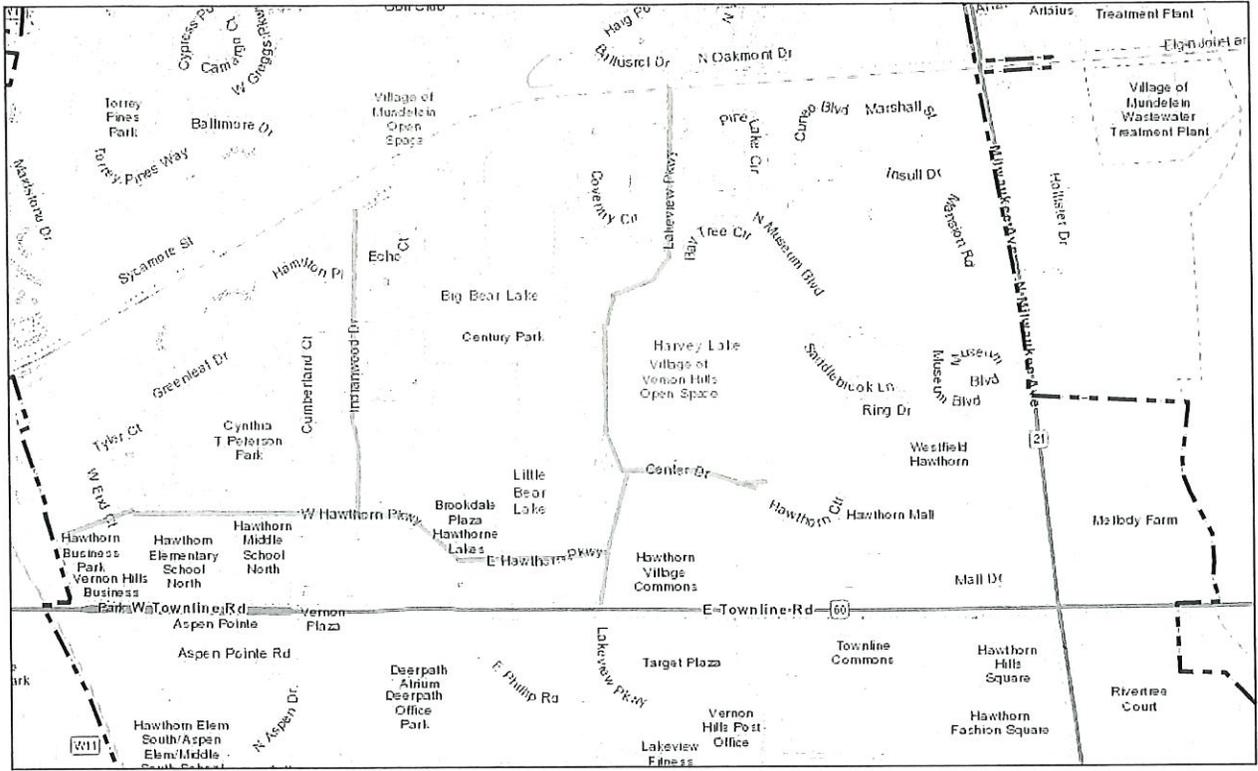




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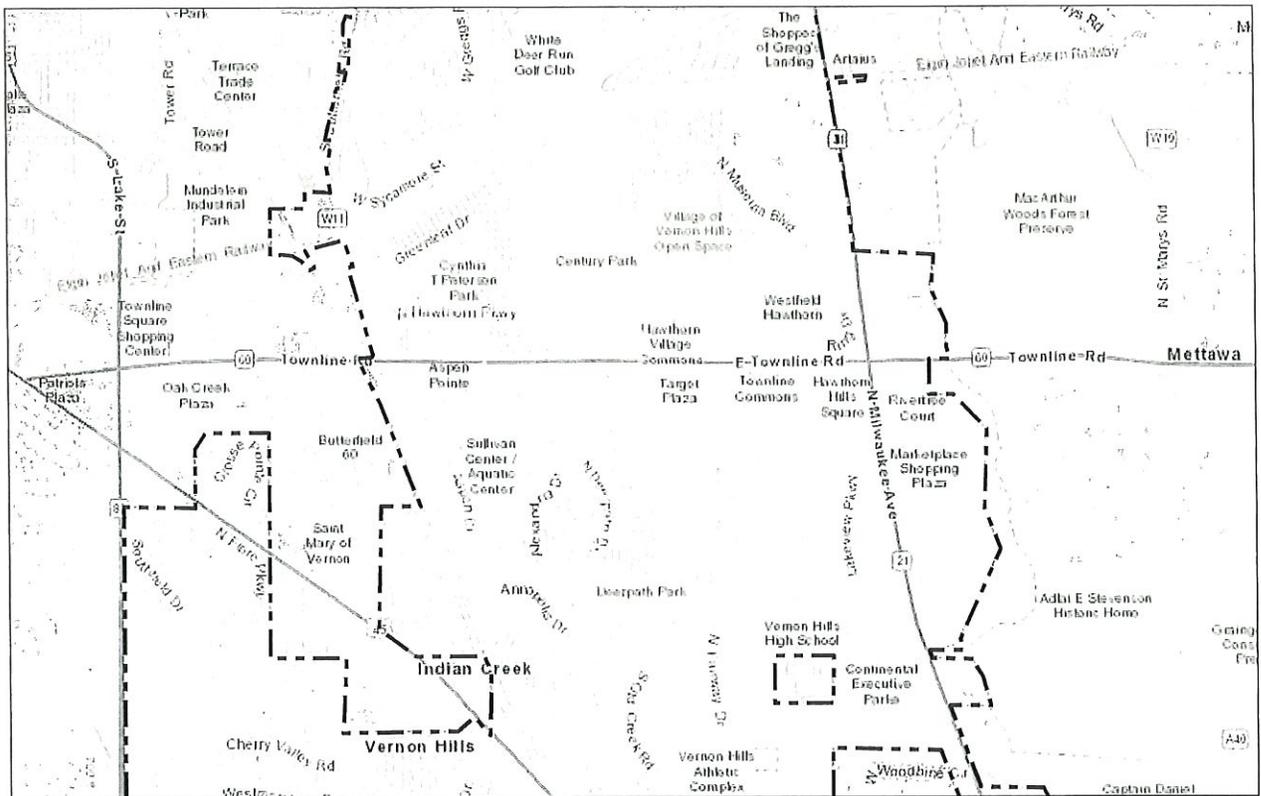
National Night Out Sweep Map



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Summer Celebration and Rib Fest Sweep Map



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4th of July Parade and Fireworks Sweep Map