

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-132

AN ORDINANCE AUTHORIZING A THIRD YEAR CONTRACT WITH JAMES MARTIN AND ASSOCIATES TO PERFORM SNOW & ICE CONTROL SERVICES FOR CUL-DE-SACS AND THE METRA STATION THROUGHOUT THE 2021-2022 WINTER SEASON, AND TO AUTHORIZE EXPENDITURES TO JAMES MARTIN AND ASSOCIATES FOR AN AMOUNT NOT TO EXCEED \$138,000

THE 16<sup>th</sup> DAY OF NOVEMBER 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  
16<sup>th</sup> day of November, 2021

**VILLAGE OF VERNON HILLS  
ORDINANCE 2021-132**

**AN ORDINANCE AUTHORIZING A THIRD YEAR CONTRACT WITH JAMES MARTIN AND ASSOCIATES TO PERFORM SNOW & ICE CONTROL SERVICES FOR CUL-DE-SACS AND THE METRA STATION THROUGHOUT THE 2021-2022 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 (0909085-520630) 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 third year of said contract for the 2021-22 winter season with a 1.5% cost increase from the previous 2020-21 season; and

<b>Cul-de-sacs</b>	<b><u>2021-22</u></b>	<b>Metra</b>	<b><u>2021-22</u></b>
	\$ 40,000 Minimum		\$31,622 (up to 45”)
	\$ 8,551 (2-8.9 inches)		
	\$ 11,301 (9-12 inches)		

**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 2022 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 2021-132.

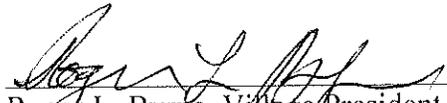
Dated the 16<sup>th</sup> of November, 2021

Adopted by roll call votes as follows:

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

NAYS: 0 – None

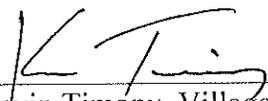
ABSENT AND NOT VOTING: 0 - None

  
Roger L. Byrne, Village President

PASSED: 11/16/2021

APPROVED: 11/16/2021

ATTEST: 11/16/2021

  
Kevin Timony, Village Clerk





AFFIDAVIT OF SERVICE

STATE OF ILLINOIS        )  
  )  
COUNTY OF LAKE        )

I, KEVIN TIMONY, 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. 2021-132 AN ORDINANCE AUTHORIZING A THIRD YEAR CONTRACT WITH JAMES MARTIN AND ASSOCIATES TO PERFORM SNOW & ICE CONTROL SERVICES FOR CUL-DE-SACS AND THE METRA STATION THROUGHOUT THE 2021-2022 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 NOVEMBER 16, 2021 TO NOVEMBER 26, 2021.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 16<sup>th</sup> DAY OF NOVEMBER 2021

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



## 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. Contractor shall not be considered as having an employee status, nor shall the Village 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 Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of 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. The Village 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.

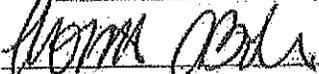
9. Indemnification. As a material inducement for the Village to enter into this contract, Contractor agrees to defend, indemnify and hold harmless the Village and its elected officials, officers, agents, attorneys and employees from and against any and all claims, actions, suits, damages, costs, expenses 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 Village, its representatives, officers, trustees, agents and employees. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Village 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.

CONTRACTOR

Business Name: James Martin Associates, Inc.

Signature: 

Printed Name: Thomas C. Bokas

Title: Vice President

Date: November 12, 2021

## 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 Agreement.

#### **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.

## 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 65 ILCS 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:
      - (A) the dangers of drug abuse in the workplace;
      - (B) Contractor's policy of maintaining a drug-free workplace;
      - (C) any available drug counseling, rehabilitation, and employee assistance program, and the penalties that may be imposed upon employees for drug violations;
      - (D) 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 12<sup>th</sup>  
day of Nov 2021.

CONTRACTOR

Business Name: James Martin Associates, Inc

Signature: Thomas C. Bolas

Printed Name: Thomas C. Bolas

Title: Vice President

### 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 James Martin Associates, Inc. (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.

Thomas C. Bolas

Authorized Signature

Thomas C. Bolas

Printed Name

Vice President

Title

James Martin Associates

Company

November 12, 2021

Date

## Certification of Substance Abuse Prevention Program

This certifies that James Martin Associates, Inc (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.

Thomas C. Bolas

Authorized Signature

Thomas C Bolas

Printed Name

Vice President

Title

James Martin Associates, Inc

Company

November 12, 2021

Date



SNOW & ICE MANAGEMENT SERVICES AGREEMENT
2021-2022 Snow Seasons

October 12, 2021

Opportunity #:

Attn: Ken Loar
Forestry Crew Leader
Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-1039

Phone: 847-680-2268
Mobile:
Email: KenL@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, 2022.

SECTION 2 - FEES FOR SNOW AND ICE MANAGEMENT SERVICES

2021-2022
Seasonal Plowing/Shoveling Service \$22,395.00

\*\*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 East parking lot nor other areas marked on site plan.

Seasonal Snow Relocation Along Rt 45 \$ 2,555.00

\*\*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.

Grand Total Proposed: \$24,950.00

ACCEPT DECLINE
(Initial One)
KT

KT

Per Inch Rates for Services Beyond the 45" Seasonal Accumulation:
2021-2022 Services beyond the 45" will be invoiced at \$545 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, fire lanes, and ingress right-hand turn lanes into the West parking lot from Route 45 and its egress lane. Does NOT include the East parking lot, which is closed.
- 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. Metra crews will shovel the walks along the railroad tracks. Public Works will shovel walks on East side of lot to Rt 45.

**SERVICE AREAS INCLUDED**

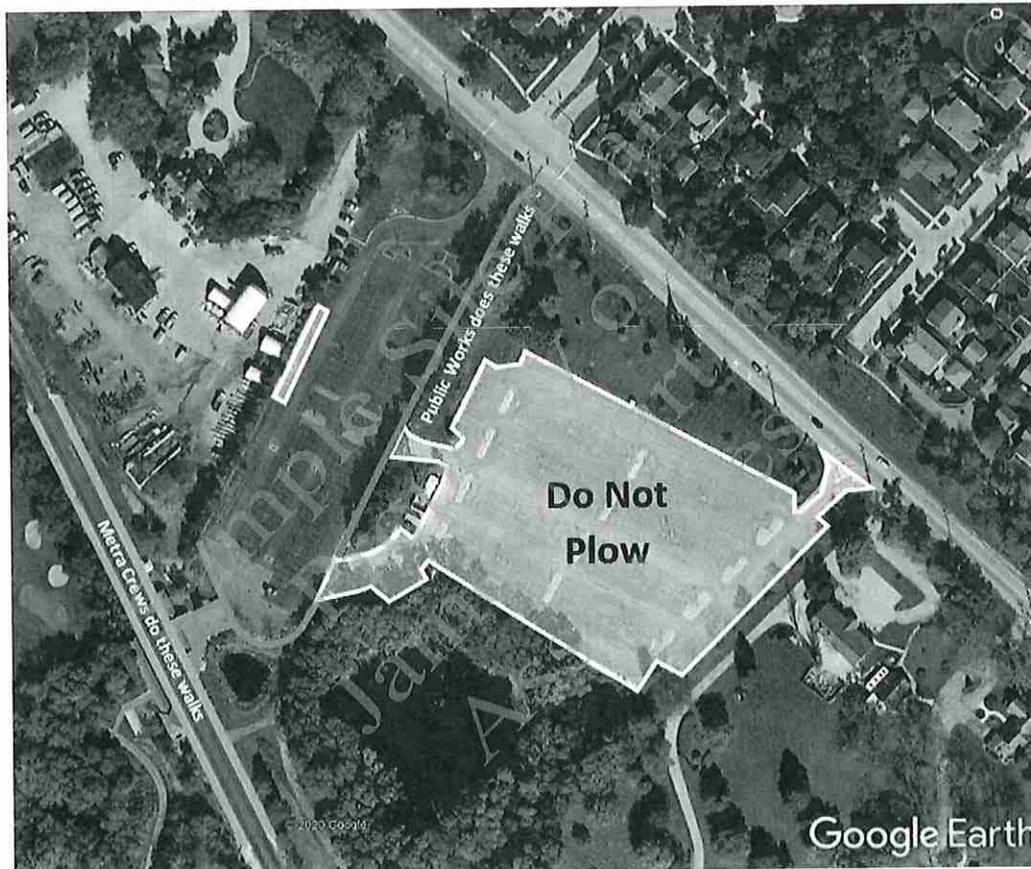
The site plan below indicates the service areas that have been included.

Initial to Confirm KT

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

■ = Parking/Drive Areas    ■ = Private Walks

**Vernon Hills Metra Lot (Reduced Areas)**



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 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 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 2; 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. Ice storms and other icing events will be included if the contract is a seasonal fixed fee contract and each 1/10<sup>th</sup> of an inch of ice will count as 1 inch towards the cap if the contract has a seasonal snowfall cap.
- 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 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.

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

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 Client's 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.

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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. [f 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.

**Initial to Accept**

KT

**OR**

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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**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: \_\_\_\_\_  
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: 847-727-0164  
Mobile: Same  
Title: Public Works Director  
Email Address: DaveB@vhill.org

2) Name: Ken Loar  
Phone: \_\_\_\_\_  
Mobile: 847-489-4898  
Title: Crew Leader  
Email Address: KenL@vhill.org

**CLIENT’S BILLING INFORMATION**

Contact Name: Carissa Hansen  
Address: 490 Greenleaf Dr.

City, State, Zip: Vernon Hills, IL 60061  
Phone: 847-367-3726  
Email Address: CarissaH@vhill.org

**INVOICE PREFERENCE**

Emailed:   
Mailed: \_\_\_\_\_  
Both: \_\_\_\_\_

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

Mon-Fri Operating Hours: 7-3:30 PM  
Saturday Operating Hours: None  
Sunday Operating Hours: None  
Thanksgiving Day Hours: None  
Day after Thanksgiving Hours: None

Christmas Eve Hours: 7 AM - 11 AM (Closed for 2021)  
Christmas Day Hours: None  
New Year’s Eve Hours: 7 AM - 11 AM (Closed for 2021)  
New Year’s Day Hours: None

*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 SNOW21-23 Village of VH - Metra - Snow (Reduced) 10.12.21 revised.docx