

VILLAGE OF VERNON HILLS

ORDINANCE 2017-046

AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR CONTRACTUAL STREET SWEEPING SERVICES AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE VILLAGE OF VERNON HILLS AND TKG ENVIRONMENTAL SERVICES GROUP, LLC FOR SAID SERVICES FOR AN AMOUNT NOT TO EXCEED \$52,000

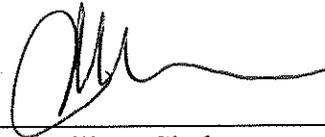
THE 18th DAY OF APRIL 2017

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 19th Day of April 2017

AFFIDAVIT OF SERVICE

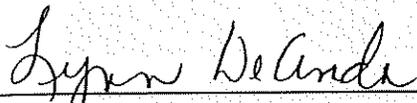
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, JOHN M. KALMAR, 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 2017- 046 AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR CONTRACTUAL STREET SWEEPING SERVICES AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE VILLAGE OF VERNON HILLS AND TKG ENVIRONMENTAL SERVICES GROUP, LLC FOR SAID SERVICES FOR AN AMOUNT NOT TO EXCEED \$52,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM APRIL 19, 2017 TO APRIL 29, 2017.

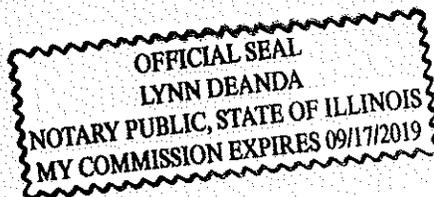


John M. Kalmar, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 19th DAY OF APRIL 2017



Notary Public



**VILLAGE OF VERNON HILLS
ORDINANCE NO. 2017-046**

AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR CONTRACTUAL STREET SWEEPING SERVICES AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE VILLAGE OF VERNON HILLS AND TKG ENVIRONMENTAL SERVICES GROUP, LLC FOR SAID SERVICES FOR AN AMOUNT NOT TO EXCEED \$52,000

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 funds within account (0102040-520630) for contractual power sweeping of Village streets within the FY2017-18 budget; and

WHEREAS, staff has reached out to neighboring communities, and has found that TKG Environmental Services Group, LLC is currently servicing several municipalities, including both the Villages of Mundelein and Libertyville at a unit rate per curb mile of \$32.50, which is below the current Glenview Consortium contractual rate of \$35.00, and below the Lake County Municipal League of \$35.22; and

WHEREAS, based on said research and the close proximity the Village is to other communities with like work, it appears that TKG Environmental Services Group, LLC is the most beneficial source to the Village to perform contractual street sweeping services; and

WHEREAS, TKG Environmental Services Group, LLC has provided the Village with supplemental sweeping services for the past five (5) years, and is very familiar with the scope of work required by our Village; and

WHEREAS, staff recommends waiving the competitive bidding process for contractual street sweeping services and executing a one year contract with TKG Environmental Services Group, LLC for an amount not to exceed \$52,000 with the option to extend the contract two additional years based upon performance; and

WHEREAS, consolidated purchases throughout the budget year of over \$20,000 require Board of Trustees 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 for contractual street sweeping of Village streets with TKG Environmental Services Group, LLC at a price not to exceed \$52,000 within the 2017-18 Fiscal Year for said services.

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 \$52,000 with the 2017-18 Fiscal Year.

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 2017-046.

Dated the 18th of April, 2017

Adopted by roll call votes as follows:

AYES: 6 – Koch, Marquardt, Williams, Hebda, Schultz, Grieb

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None


Roger L. Byrne, Village President

PASSED: 4/18/2017

APPROVED: 4/18/2017

ATTEST: 4/19/2017


John M. Kalmar, Village Clerk



CONTRACT/PROPOSAL FOR

PAVEMENT SWEEPING SERVICES

T&E Environmental Services Group, LLC

("Bidder")

Rich KATZ

395 Lakewood Ave., Waukegan, IL 60085

Principal

Office

Address

Local

Office

Address

Contact Person

Rich KATZ

Telephone

847-505-1400

TO: Village of Vernon Hills
Public Works Department
490 Greenleaf Drive
Vernon Hills, IL
60060

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

- A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":
1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the pavement sweeping of roads & parking lots within the village (the "Work Site");
 2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
 3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;
 4. Taxes. Pay all applicable federal, state, and local taxes;
 5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
 6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
- B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract/Proposal.
- C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
- D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

1. For providing, performing, and completing all Work, the unit prices set forth on the attached "TABLE OF UNIT PRICES" shall govern. The unit prices involving labor costs include all applicable tax, insurance, bonds and benefit expenses.
2. Materials charged by the contractor and accepted by the Village shall be paid for at actual cost plus 10 percent.
3. Equipment costs not listed in the Table of Unit Prices shall be paid for in the latest revision of the "Schedule of Average Annual Equipment Ownership Expense" as issued by the Illinois Department of Transportation. The equipment must be of the type and size reasonably required to complete the work.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made within 30 days of receipt of a complete invoice.

1. Extra Work

The Village reserves the right to separately bid extensive street sweeping operations when the Village determines, at its sole discretion, which it is in the Village's best interests to do so.

4. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work immediately following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner an insurance certificate as specified in this Contract/Proposal. Contract term shall run from acceptance through April 30, 2018. The Village reserves the right to extend this contract, if accepted, to include two additional one year periods. May 1, 2018 through April 30, 2019 and May 1, 2019 through April 30, 2020. The Table of Unit prices shall include the contractor's proposal for unit price adjustments for these time periods.

5. Financial Assurance

A. Bonds. Bids shall be accompanied by bid security in an amount not less than five percent (5%) of the amount of the total bid. Performance Bond and Labor and Material Payment Bonds are not required for this project.

B. Insurance. Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors.

If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall provide certificate of insurance evidencing the minimum insurance coverage's and limits set forth below within 10 days following Owners acceptance of this Contract. Such policies shall be in the form, and from companies, acceptable to the owner. (Exhibit A)

Additional Insured. The Village of Vernon Hills, their officials, agents, employees and volunteers are to be covered as additional insured's as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or

automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Villages, its officials, agents, employees and volunteers.

The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Vernon Hills, its officials, employees, agents and volunteers. Any insurance or self insurance maintained by the Villages, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Vernon Hills, its officials, employees, agents and volunteers.

The Contractors' insurance coverage shall contain a Severability of Interests/Cross Liability clause or language stating that the Contractors' insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurers' liability.

If any commercial liability insurance is being provided under an excess or umbrella liability policy that does "not follow form", then the Contractor shall be required to name the Village of Vernon Hills, its officials, employees, agents and volunteers as additional insured's.

All general liability coverage's shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Vernon Hills. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

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

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

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

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

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

Verification of Coverage. Contractor shall furnish the Village of Vernon Hills with certificates of insurance naming the Village of Vernon Hills, its officials, employees, agents 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 are to be received and approved by the Village before any work commences. The following additional insured endorsements shall be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

The insurance coverage's and limits set forth below shall be deemed to be minimum coverage's and limits shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage's and limits shall be maintained at all times while providing, performing or completing the Work.

1. Commercial General Liability

Limits shall not be less than:

- Each Occurrence: \$1,000,000
- Damage to Rented Premises: \$50,000
- Medical Expenses: \$5,000
- Personal & Advertising Injury: \$1,000,000

- Products-Completed Operations \$1,000,000
- Aggregate: \$2,000,000
 - Coverage is to be written on an "occurrence" basis.
 - General aggregate limit applies per the "project".
 - The "ADDL INSR" box shall be marked with "Yes" in the box.
 - The "SUBR WVD" box shall be marked with "Yes" in the box.

Coverage to Include

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X", "C" and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include indemnification set below.

2. Workers' Compensation and Employers Liability

Limits shall not be less than:

- Employers Liability- Each Accident Injury \$1,000,000
- Employers Liability- Each Employee-Disease \$1,000,000
- Employers Liability- Disease-Policy \$1,000,000
- Workers' Compensation: Statutory

Such insurance shall evidence that coverage applies to the State of Illinois

3. Automobile Liability

Limits Shall not be less than:

- Combined Single Limit: \$1,000,000
- Property Damage \$500,000

Coverage is to be written on an "Any Auto" basis

4. Umbrella Liability

Limits shall not be less than:

- Bodily Injury and Property Damage Combined Single Limit: \$5,000,000
 - The "ADDL INSR" box shall be marked with "Yes" in the box.
 - The "SUBRWVD" box shall be marked with "Yes" in the box.
 - The Policy shall be in excess of the limits stated above.
 -

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Vernon Hills, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Vernon Hills its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Vernon Hills. their employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Vernon Hills, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Vernon Hills, its officials, employees and agents as herein provided.

Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

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

6. **Bidder's Representations and Warranties**

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

- A. **The Work.** The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. **Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, ordinances and regulations, as they may be modified or amended from time to time. Not less than the Prevailing Rate of Wages shall be paid to all laborers performing work on this project. (*Prevailing Rate of Wages Ordinance attached.*)
- C. **Not Barred.** Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- D. **Qualified.** Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. **Reliance.** Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.
- B. **Reservation of Rights.** Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. **Acceptance.** If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. **Remedies.** Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.
- E. **Time.** Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.
- F. **No Waiver.** No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.
- G. **Severability.** The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.
- H. **Amendments.** No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. **Assignment.** Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by

PROPOSAL/SCHEDULE OF PRICES

RETURN WITH BID

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to change. The Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released. All other federal, state, and local taxes applicable to the Work are included in the Schedule of Prices; and
2. Any items of Work not specifically listed or referred to in the Schedule of Prices shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, and any portion of the time of Bidder or its staff.

(For complete information covering these items, see bid specifications)

| Item | Unit | Est. Qty. | Unit Price | Total Cost | Vernon Hills |
|--------------------------|-----------|-----------|------------|--------------------|------------------------------|
| LOCAL ROADS-ALL ROUTES | Cycle | 8 | \$ 32.50 | \$ 348,220 | Estimated for 147 curb miles |
| LOCAL ROADS ROUTE 1 | Cycle | 1 | 32.50 | 421.85 | |
| LOCAL ROADS ROUTE 2 | Cycle | 1 | 32.50 | 492.10 | |
| LOCAL ROADS ROUTE 3 | Cycle | 1 | 32.50 | 432.25 | |
| LOCAL ROADS ROUTE 4 | Cycle | 1 | 32.50 | 692.25 | |
| LOCAL ROADS ROUTE 5 | Cycle | 1 | 32.50 | 691.60 | |
| LOCAL ROADS ROUTE 6 | Cycle | 1 | 32.50 | 599.60 | |
| LOCAL ROADS ROUTE 7 | Cycle | 1 | 32.50 | 601.90 | |
| LOCAL ROADS ROUTE 8 | Cycle | 1 | 32.50 | 791.70 | |
| EMERGENCY | Hour | 20 | 125 | 2,500 | |
| SPECIAL REQUEST | Hour | 25 | 110 | 2,750 | |
| DISCRETIONARY | Curb Mile | 50 | 32.50 | 1,625 | 10 Mile Minimum |
| TOTAL ANNUAL COST | | | | \$50,426.25 | |

May 2018-April 2019 Rate Increase (%)

2.5%

May 2019-April 2020 Rate Increase (%)

2.5%

ALTERNATE BID #1

| Item | Vernon Hills | | | |
|--|--------------|------|------------|------------|
| | Unit | Qty. | Unit Price | Total Cost |
| MUNICIPAL PARKING LOTS AND AREA SWEEPING | Cycle | 2 | 750 | \$1,500.00 |
| PARKING LOTS- HAWTHORN DIST. 73 | Cycle | 2 | 200 | \$200.00 |

CONTRACTOR REFERENCES

Please list below three (3) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

MUNICIPALITY: Village of Gurnee
 ADDRESS: 1151 Kilbourne Rd.
 CITY, STATE, ZIP CODE: Gurnee, IL 60031
 TELEPHONE NUMBER: 847-599-6800
 CONTACT PERSON: Tom RIGWOOD
 DATES OF SERVICE: 2012 - Present

MUNICIPALITY: City of Highland Park
 ADDRESS: 1150 Halfday Rd.
 CITY, STATE, ZIP CODE: Highland Park, IL 60035
 TELEPHONE NUMBER: 847-926-1146
 CONTACT PERSON: Ron Bannon
 DATES OF SERVICE: 2013 - Present

AGENCY: CG Schmidt
 ADDRESS: 11727 W. Lake Park Dr.
 CITY, STATE, ZIP CODE: Milwaukee, WI 53224
 TELEPHONE NUMBER: 414-577-1171
 CONTACT PERSON: Steve SADORF
 DATES OF SERVICE: 2014 - Present

RETURN WITH BID

PRIME CONTRACTOR CERTIFICATION

PROJECT: STREET SWEEPING PROGRAM

The undersigned hereby certifies that said contractor complies with the following:

T&G Environmental Services Group, LLC
Name of Bidder

MANAGER
Title



Signature

MARCH 22, 2017

Date

Note: A person who makes a false certification commits a Class 3 Felony.

- (1) Contractor is not barred from executing said contract as a result of a violation of ILCS ARTICLE 33E. PUBLIC CONTRACTS, 720 ILCS 5/33E-1, 5/33E-3, 5/33E-4, 5/33E-7, 5/33E-8.
- (2) Contractor is in compliance with ILCS ACT 130 PREVAILING WAGE ACT, 820 ILCS 130/0/01, as it may pertain to this Contract.
- (3) Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue (unless the contractor is contesting its liability for such tax in accordance with the appropriate procedures), pursuant to Division 42.1 PUBLIC CONTRACTS 65 ILCS 5/11-42.1-1 Delinquent Taxpayers.
- (4) Contractor is in compliance with the ILCS ACT 470 EMPLOYMENT OF ILLINOIS WORKERS PUBLIC WORKS ACT, 30 ILCS 570, as it may pertain to this Contract.

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Vernon Hills ("Owner") on 20 February 2017.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

Village of Vernon Hills

By: _____

Village

Administrator


John Kalmar
Village Manager

Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 1st day of

RETURN WITH BID

**BUSINESS DISCLOSURE STATEMENT
STREET SWEEPING PROGRAM**

Bidder's Status: _____ Corporation Partnership _____ Individual

Proprietor

Bidder's Name: TKG Environmental Services Group, LLC

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(corporate seal)

Printed Name: Richard KATZ

(if corporation)

Title/Position: MANAGER

Bidder's Business Address: 345 Lakewood Ave.
Waukegan, IL 60085

Bidder's Business Telephone: 847-505-1400 Facsimile: 847-505-1400

If a Corporation or Partnership, list all Officers or Partners:

| NAME | TITLE | ADDRESS |
|--------------|---------|---|
| Richard KATZ | MANAGER | 345 Lakewood Ave. Waukegan, IL 60085 |
| Daniel KATZ | MANAGER | 345 Lakewood Ave. Waukegan, IL 60085 |
| | | |
| | | |

ATTACHMENT F— PARKING LOTS AND AREAS

Village of Vernon Hills Sites-Municipal Lots

| | | |
|-------|---|--------------------|
| 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(s), 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

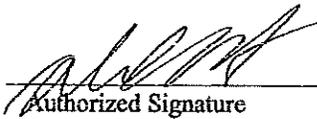
| | | |
|-------|------------------------------------|--------------------|
| Lot 1 | - Hawthorn Middle School South | approx. 133 spaces |
| Lot 2 | - Hawthorn Aspen Elementary School | approx. 101 spaces |
| Lot 3 | - Hawthorn Elementary School South | approx. 114 spaces |

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 TKC Environmental Services Group (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

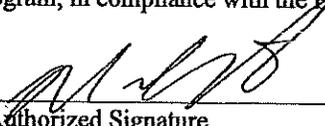
MANAGER
Title

TKC Environmental Services Group, LLC
Company

March 22, 2017
Date

Certification of Substance Abuse Prevention Program

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



Authorized Signature

MANAGER

Title

TKL Environmental Services Group, LLC

Company

3/22/2017

Date

Current Equipment List

TKG Environmental Services Group

March 30, 2017

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 where company identifying clothing.

1. 2008 - Schwarze A7000 - 7 Yard Hopper, Regenerative Air Sweeper
2. 2007 - Schwarze A7000 - 7 Yard Hopper, Regenerative Air Sweeper
3. 2006 - Schwarze A8000 - 6 Yard High Dump Hopper, Regenerative Air Sweeper
4. 2000 - Schwarze A7000 - 7 Yard Hopper, Regenerative Air Sweeper
5. 2006 - Elgin Crosswind - 7 Yard Hopper, Regenerative Air Sweeper
6. 2000 - Elgin Crosswind - 7 Yard Hopper, Regenerative Air Sweeper
7. 2004 - Elgin Crosswind - 7 Yard Hopper, Regenerative Air Sweeper
8. 2009 - Elgin Crosswind - 7 Yard Hopper, Regenerative Air Sweeper
9. 1997 - Tymco 600 - 7 Yard Hopper, Regenerative Air Sweeper
10. 2007 - Tymco 435 - 4 Yard Hopper, Regenerative Air Sweeper
11. 2004 - Tymco 435 - 4 Yard Hopper, Regenerative Air Sweeper

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