

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2017-112

AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR CONTRACTUAL SNOW REMOVAL SERVICES OF 108 CUL-DE-SACS AND THE METRA STATION AND AUTHORIZING THE EXECUTION OF A MULTI-YEAR CONTRACT FROM WINTER 2017-18 THROUGH WINTER 2019-20 BETWEEN THE VILLAGE OF VERNON HILLS AND JAMES MARTIN AND ASSOCIATES FOR SAID SERVICES AND FOR AN AMOUNT NOT TO EXCEED \$110,500 WITHIN THE 2017-18 FISCAL YEAR

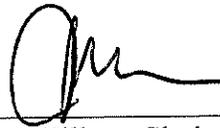
THE 3rd DAY OF OCTOBER 2017

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 3rd Day of October 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 NO. 2017-112 – AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR CONTRACTUAL SNOW REMOVAL SERVICES OF 108 CUL-DE-SACS AND THE METRA STATION AND AUTHORIZING THE EXECUTION OF A MULTI-YEAR CONTRACT FROM WINTER 2017-18 THROUGH WINTER 2019-20 BETWEEN THE VILLAGE OF VERNON HILLS AND JAMES MARTIN AND ASSOCIATES FOR SAID SERVICES AND FOR AN AMOUNT NOT TO EXCEED \$110,500 WITHIN THE 2017-18 FISCAL YEAR BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM OCTOBER 5, 2017 TO OCTOBER 19, 2017.

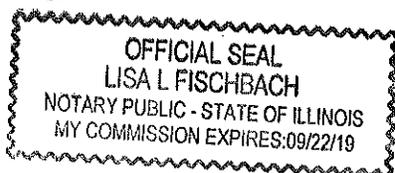


John M. Kalmar, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 4TH DAY OF OCTOBER 2017



Notary Public



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2017-112

AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR CONTRACTUAL SNOW REMOVAL SERVICES OF 108 CUL-DE-SACS AND THE METRA STATION AND AUTHORIZING THE EXECUTION OF A MULTI-YEAR CONTRACT FROM WINTER 2017-18 THROUGH WINTER 2019-20 BETWEEN THE VILLAGE OF VERNON HILLS AND JAMES MARTIN AND ASSOCIATES FOR SAID SERVICES AND FOR AN AMOUNT NOT TO EXCEED \$110,500 WITHIN THE 2017-18 FISCAL YEAR

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 the street contractual services account (0102040-520630), and the Metra street contractual services account (090985-520630) for the snow removal of streets, cul-de-sacs, and sidewalks within the 2017-18 Fiscal Budget Year; and

WHEREAS, the Village's previous multi-year contract with James Martin and Associates for contractual snow removal services of 108 cul-de-sacs and the Metra Station terminated at the end of the 2016-17 winter season; and

WHEREAS, James Martin and Associates has provided the Village with a proposal to extend their services for said work with a new multi-year contract starting in winter 2017-18 and extending through winter 2019-20 as follows; and

<u>Contractor</u>	<u>Locations</u>	<u>Inches of Snow</u>	<u>Cost in 2017-18</u>	<u>Cost in 2018-19</u>	<u>Cost in 2019-20</u>
James Martin	Metra Station	Up to 45 Overall	\$29,350	\$29,795	\$30,245
		Each Add'l Inch	\$780	\$795	\$810
		Relocation Fee	\$2,400/season	\$2,440/season	\$2,480/season
	108 Cul-de-sacs	Season Minimum	\$40,000	\$40,000	\$40,000
		2-8.9 (M-Sat)	\$7,993	\$8,085	\$8,178
		9-12 (M-Sat)	\$10,565	\$10,686	\$10,809
		2-8.9 (Sun/Holiday)	\$9,494	\$9,603	\$9,713
		9-12 (Sun/Holiday)	\$12,265	\$12,406	\$12,549

WHEREAS, James Martin and Associates has provided these same services for the Village since 2005, and have familiarized themselves very well to the scope of work and have adapted to both the Village's and resident's expectations with minimal resident complaints; and

WHEREAS, staff agrees that James Martin and Associates is the most beneficial source to the Village to perform contractual snow removal services of 108 cul-de-sacs and the Metra Station; and

WHEREAS, staff recommends waiving the competitive bidding process for contractual snow removal services of 108 cul-de-sacs and the Metra Station; and executing a multi-year contract with James Martin and Associates for an amount not to exceed \$110,500 within the 2017-18 Fiscal Budget Year; 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 a multi-year snow removal services contract with James Martin and Associates for 108 cul-de-sacs and the Metra Station at a cost not to exceed \$110,500 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 James Martin and Associates in an amount not to exceed \$110,500 (\$30,500 Metra & \$80,000 Cul-de-sacs) within 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 2017-112.

Adopted by roll call vote as follows:

AYES: 5 – Koch, Marquardt, Oppenheim, Takaoka, Schultz

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Hebda



Roger L. Byrne, Village President

PASSED: 10/3/2017

APPROVED: 10/3/2017

PUBLISHED IN PAMPHLET FORM: 10/4/2017

ATTEST:



John Kalmar, Village Clerk



**SNOW & ICE MANAGEMENT SERVICES AGREEMENT
2017-2018, 2018-2019 and 2019-2020 Snow Seasons**

March 9, 2017

Contract #:

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

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

Property:

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

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

SECTION 1 – CONTRACT DATES FOR SNOW AND ICE MANAGEMENT AGREEMENT

JMA will be responsible for providing services in accordance with this agreement beginning November 1, 2017 and ending March 31, 2018.

SECTION 2 – FEES FOR SNOW AND ICE MANAGEMENT SERVICES

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	ACCEPT (Initial One)	DECLINE
Seasonal Plowing/Shoveling Service	\$26,950.00	\$27,355.00	\$27,765.00		_____
<i>**Includes plowing sidewalk shoveling, and the application of de-icing chemicals to parking lot and sidewalk areas using materials provided by the Village. Note: Does not include the north end of the newer parking lot.</i>					
Seasonal Snow Relocation Along Rt 45	\$ 2,400.00	\$ 2,440.00	\$ 2,480.00		_____
<i>**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.</i>					
Grand Total Proposed:	\$29,350.00	\$29,795.00	\$30,245.00		

Per Inch Rates for Services Beyond the 45" Seasonal Accumulation:

2017-2018 Services beyond the 45" will be invoiced at \$780 per additional inch or fraction thereof.

2018-2019 Services beyond the 45" will be invoiced at \$795 per additional inch or fraction thereof.

2019-2020 Services beyond the 45" will be invoiced at \$810 per additional inch or fraction thereof.

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 1½ % 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.

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

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

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

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

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

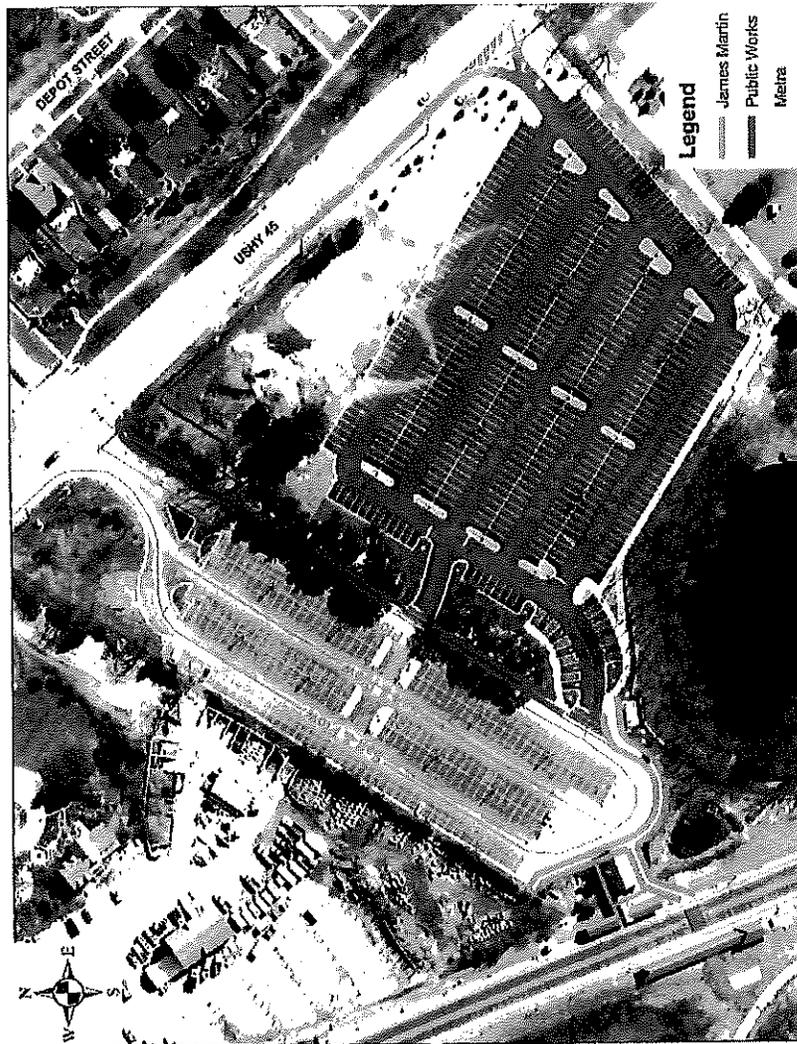
SERVICE AREAS INCLUDED

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

Initial to Confirm



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



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

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

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

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

Truck with 6 ½ -7' blade	\$ 65.00	per hour	Semi Dump Truck	\$ 225.00	per hour
Truck with 7 ½ -8' blade	\$ 85.00	per hour	Skid Steer Loader	\$ 125.00	per hour
Truck with 8 ½ -9' blade	\$ 95.00	per hour	Front End Loader	\$ 225.00	per hour
Truck with 9 – 11' blade	\$ 115.00	per hour	Laborer with Shovels	\$ 50.00	per hour
10-12 Ft. Snow Pusher	\$ 65.00	per hour	Laborer with snow blower	\$ 75.00	per hour
14-16 Ft. Snow Pusher	\$ 80.00	per hour	Sidewalk Ice Melt	\$ 55.00	per bag
Six Wheel Dump Truck	\$ 170.00	per hour	Salt	\$ 190.00	per ton
Lowboy Transportation Fee	\$ 500.00	per occurrence			

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

SECTION 5 – SEVERE AND UNUSUAL WEATHER CONDITIONS

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

- A. Severe Weather Definition:** Severe Weather shall be defined as any one or a combination of the following: 8" of snowfall or more within a 24 hour period (Blizzard), measured by Al Fonk from the Village of Vernon Hills as well as an employee of JMA at a designated location at the Metra Station; a period of high winds accompanied by blowing and drifting snow; an accumulation of freezing rain or ice; a period when air temperatures or wind chill temperatures are below 10 degrees Fahrenheit; or when the duration of the same storm exceeds 24 hours.
- B. Blizzard Fee:** Plowing and shoveling services will require increased amounts of time and difficulty due to the nature of 8" of snowfall or more within a 24 hour period. For any period of these severe weather conditions, all contracts will be charged a Blizzard Fee as-identified in Section 4; this includes all seasonal contracts with or without a seasonal snowfall accumulation cap and contracts that are on a per-push basis.
- C. Drifting Snow:** Clearing of drifted snow on days without snowfall or clearing of drifted snow after 24 hours from when the snow began will be invoiced at our Hourly Rates as detailed in Section 4. Clearing of drifted snow will only be completed on a first call/first serve basis upon authorization from the Client.
- D. Ice Control:** Ice control for the following situations will be invoiced at the Hourly Rates as detailed in Section 4: Severe icing from accumulations of snow, or from compacted snow, or from freezing rain or from the melting of accumulations from roofs, or downspout runoff, or melting from stockpiled snow, or ice build-ups requiring hand labor to chip the ice.
- E. Potential Salt Shortage:** Due to salt shortages from the salt suppliers, potential imposed salt 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.

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

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

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

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

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

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

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

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

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

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

SECTION 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 1st of each season. In the event of a regional or national salt shortage, salt prices may increase due to availability. Client acknowledges that the rate of salt and application is subject to change and no amendment or separate signed agreement is necessary to alter same.

SECTION 10 – PROPERTY INSPECTION SERVICES

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

Initial to Accept

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

SECTION 11 – ACCEPTANCE

The undersigned parties have executed this agreement as of this 3rd day of October, 2017.

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: John Kalmer
Client

Print Name: Thomas C. Bolas, CLP, CSP

John Kalmer

Print Title: General Manager

Village 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: <u>Al Fonk</u>	2) Name: <u>David Brown</u>
Phone: <u>847-367-3726 x2276</u>	Phone: <u>847-918-3544</u>
Mobile: <u>847-489-4892</u>	Mobile: <u>847-727-0164</u>
Title: <u>Fleet Manager/Crew Leader</u>	Title: <u>Public Works Director</u>
Email Address: <u>ALF@vhills.org</u>	Email Address: <u>Dave.B@vhills.org</u>

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@vhills.org

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

Mon-Fri Operating Hours: <u>7:00 - 3:30</u>	Christmas Eve Hours: <u>7:00 - 11:00 AM</u>
Saturday Operating Hours: <u>None</u>	Christmas Day Hours: <u>None</u>
Sunday Operating Hours: <u>None</u>	New Year’s Eve Hours: <u>7:00 - 11:00 AM</u>
Thanksgiving Day Hours: <u>None</u>	New Year’s Day Hours: <u>None</u>
Day after Thanksgiving Hours: <u>None</u>	

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

ADDITIONAL SITE INFORMATION PROVIDED TO JAMES MARTIN ASSOCIATES

J:\CLIENT FILES COMM\Current Clients\V\ Vernon Hills Public Works\Vernon Hills - Metra\3. Proposed Contracts\Proposed SNOW\17-20 Village of VH - Metra - Snow Renewal 3-9-17.docx



**SNOW & ICE MANAGEMENT SERVICES AGREEMENT
2017-2018, 2018-2019 & 2019-2020 Snow Seasons**

August 3, 2017

Contract #:

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

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

Property:

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

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

SECTION 1 – CONTRACT DATES FOR SNOW AND ICE MANAGEMENT AGREEMENT

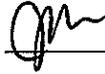
JMA will be responsible for providing services in accordance with this agreement beginning November 1, 2017 and ending March 31, 2020.

SECTION 2 – FEES FOR SNOW AND ICE MANAGEMENT SERVICES

	<u>Mon-Sat Plowing Amount</u>	<u>Sun/Holiday Plowing Amount</u>	<u>Accept (Initial One)</u>	<u>Decline</u>
2017-2018 Plowing of 108 Cul-de-Sacs				
2-8.9" Accumulation (11 vehicles)	\$ 7,993.00	\$ 9,494.00		
9-12" Accumulation (11 vehicles)	\$ 10,565.00	\$ 12,265.00		

2017-2018 Season Guaranteed Minimum for Plowing of Cul-de-sacs \$ 40,000.00 per season

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

2018-2019 Plowing of 108 Cul-de-Sacs				
2-8.9" Accumulation (11 vehicles)	\$ 8,085.00	\$ 9,603.00		
9-12" Accumulation (11 vehicles)	\$ 10,686.00	\$ 12,406.00		

2018-2019 Season Guaranteed Minimum for Plowing of Cul-de-sacs \$ 40,000.00 per season

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

2019-2020 Plowing of 108 Cul-de-Sacs				
2-8.9" Accumulation (11 vehicles)	\$ 8,178.00	\$ 9,713.00		
9-12" Accumulation (11 vehicles)	\$ 10,809.00	\$ 12,549.00		

2019-2020 Season Guaranteed Minimum for Plowing of Cul-de-sacs \$ 40,000.00 per season

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

Enriching Lives Through Beautiful Landscapes Since 1977

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

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 1½ % per month or 18% per year. If the Client's account is past due, JMA may, without notice, suspend its obligation to perform Services until JMA receives all amounts past due and owing. During the period of such suspension, the Client agrees and understands that JMA will not be liable for any costs or damages, including but not limited to consequential damages, to the Client or any other party that may arise from or be related to such a suspension of Services. The Client also agrees to pay any expenses incurred by JMA in collecting amounts due, including court costs, all reasonable attorneys' fees and all other reasonable costs of collection.

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

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

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

- 108 Cul-de-Sacs
- Walks NOT included

Cul-de-Sac Specification Details:

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

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

- i. ~~After JMA clears an area of snow on the property by plowing (if shoveling is included, see vii. below), JMA will apply deicing chemicals to the cleared areas. Not applicable.~~
- ii. ~~JMA will chemically treat snow accumulations of less than one inch (1") in most cases to reduce the accumulations. JMA will chemically treat icy conditions caused by light snow, freezing rain or sleet, in most cases. Not applicable.~~
- iii. Snowfalls during daytime business hours will be plowed and chemically treated and shoveled, if shoveling is included in the contract, as necessary with primary focus on main lanes, entrances and egresses of property and main entrance walks, based upon Partial or Full Per Occurrence Rates. This may require multiple visits.
- iv. JMA is not responsible for plowing, clearing or chemically treating areas where cars are parked. JMA will make reasonable efforts to clear parking areas between and around parked cars. JMA will not plow within two (2) feet of parked vehicles. Further, JMA will not plow in between parked

vehicles. The Client and/or its agents will coordinate with JMA for a return to the site to plow once vehicles move at our Hourly Service Rates.

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

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

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

Truck with 6 ½ -7' blade	\$ 70.00	per hour	Semi Dump Truck	\$ 225.00	per hour
Truck with 7 ½ -8' blade	\$ 90.00	per hour	Skid Steer Loader	\$ 150.00	per hour
Truck with 8 ½ -9' blade	\$ 100.00	per hour	Front End Loader	\$ 250.00	per hour
Truck with 9 – 11' blade	\$ 120.00	per hour	Laborer with Shovels	\$ 55.00	per hour
10-12 Ft. Snow Pusher	\$ 65.00	per hour	Laborer with snow blower	\$ 80.00	per hour
14-16 Ft. Snow Pusher	\$ 80.00	per hour	Sidewalk Ice Melt	\$ 55.00	per bag
Six Wheel Dump Truck	\$ 170.00	per hour	Salt	\$ 190.00	per ton
Lowboy Transportation Fee	\$ 500.00	per occurrence			

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

SECTION 5 – SEVERE AND UNUSUAL WEATHER CONDITIONS

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

- A. Severe Weather Definition:** Severe Weather shall be defined as any one or a combination of the following: 8" of snowfall or more within a 24 hour period (Blizzard), as measured by Murray and Trettel Meteorological Service; a period of high winds accompanied by blowing and drifting snow; an accumulation of freezing rain

or ice; a period when air temperatures or wind chill temperatures are below 10 degrees Fahrenheit; or when the duration of the same storm exceeds 24 hours.

- B. Blizzard Fee:** Plowing and shoveling services will require increased amounts of time and difficulty due to the nature of 8" of snowfall or more within a 24 hour period. For any period of these severe weather conditions, all contracts will be charged a Blizzard Fee as-identified in Section 4; this includes all seasonal contracts with or without a seasonal snowfall accumulation cap and contracts that are on a per-push basis.
- C. Drifting Snow:** Clearing of drifted snow on days without snowfall or clearing of drifted snow after 24 hours from when the snow began will be invoiced at our Hourly Rates as detailed in Section 4. Clearing of drifted snow will only be completed on a first call/first serve basis upon authorization from the Client.
- D. Ice Control:** Ice control for the following situations will be invoiced at the Hourly Rates as detailed in Section 4: Severe icing from accumulations of snow, or from compacted snow, or from freezing rain or from the melting of accumulations from roofs, or downspout runoff, or melting from stockpiled snow, or ice build-ups requiring hand labor to chip the ice.
- E. Potential Salt Shortage:** Due to salt shortages from the salt suppliers, potential imposed salt rations and priority given to municipalities, JMA cannot guarantee and cannot be held responsible for the availability of rock salt to be used for ice control or for any consequential damages because of a shortage.

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

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

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

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

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

The Client will report in writing any property damage caused by JMA within forty-eight (48) hours of its occurrence. JMA will repair any timely and properly reported property damage in the spring season following completion of the

Snow and Ice Maintenance Services season in which the property damage occurred. Notwithstanding anything herein to the contrary, JMA will have no obligation, and the Client waives any damages for, any property damage not timely and properly reported.

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

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

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 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 1st of each season. In the event of a regional or national salt shortage, salt prices may increase due to availability. Client acknowledges that the rate of salt and application is subject to change and no amendment or separate signed agreement is necessary to alter same.

SECTION 10 – PROPERTY INSPECTION SERVICES

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

Initial to Accept

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

SECTION 11 – ACCEPTANCE

The undersigned parties have executed this agreement as of this 3rd day of October, 2017.

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

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

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

By: [Signature]
Client

Print Name: Thomas C. Bolas, CLP, CSP

John Kalmar

Print Title: General Manager

Village 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: Al Fonk
Phone: 847-367-3726 x2276
Mobile: 847-489-4892
Title: Fleet Manager/Crew Leader
Email Address: ALF@vhills.org

2) Name: David Brown
Phone: 847-918-3544
Mobile: 847-727-0164
Title: Public Works Director
Email Address: DaveB@vhills.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@vhills.org

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

Mon-Fri Operating Hours: 7:00 - 3:30 Christmas Eve Hours: 7:00 - 11:00 AM
Saturday Operating Hours: None Christmas Day Hours: None
Sunday Operating Hours: None New Year’s Eve Hours: 7:00 - 11:00 AM
Thanksgiving Day Hours: None New Year’s Day Hours: None
Day after Thanksgiving 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 SNOW\17-20 Village of VH - Metra - Snow Renewal 3-9-17.docx