

**VILLAGE OF VERNON HILLS  
ORDINANCE NO. 2017-125**

**AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS, AND AUTHORIZING THE VILLAGE BOARD TO ACCEPT PROPOSALS FOR SNOW AND ICE CONTROL SERVICES FROM ACRES GROUP, APEX LANDSCAPING, ASPEN LANDSCAPES, BRIGHTVIEW, PERRICONE BROS. LANDSCAPING, SCHROEDER & SCHROEDER, INC., AND VERNON TOWNSHIP FOR THE 2017-18 WINTER SEASON; NOT TO EXCEED \$41,100 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 assistance of snow removal on Village streets, cul-de-sacs, and sidewalks within the 2017-18 Fiscal Budget Year; and

**WHEREAS**, the Village received proposals from Acres Group, Apex Landscaping, Aspen Landscapes, Brightview, Perricone Bros. Landscaping, Schroeder & Schroeder, Inc., and Vernon Township to provide assisted snow and ice control services during the 2017-18 Winter season; and

**WHEREAS**, the above mentioned contractors, with the exception of Perricone Bros. Landscaping, have all provided the Village with satisfactory snow and ice control services in the past, and are familiar with the scope of work; and

**WHEREAS**, the following is a cost comparison between the 2016-17 season, and the proposed 2017-18 season based upon the amount of snowfall per occurrence; and/or the accumulative snowfall for the entire season as described in each proposal; and

<u>Contractor</u>	<u>Locations</u>	<u>Inches of Snow</u>	<u>Cost in 2016-17</u>	<u>Cost in 2017-18</u>	<u>% Increase</u>
Acres Group	Shadow Creek Dr.	2-6	\$340.00	\$340.00	0%
	Shadow Creek Ct.(1)	Above 6.1	Time & Material	Time & Material	
Apex Landscaping	Harvey Lake Ct. Saddlebrook Dr.	Per Push	\$375.00/push	\$395.00/push	5.3%
Aspen Landscapes	Bloomfield Ct.	Up to 5	\$130.00/occurrence	\$140.00/occurrence	7.7%
		Up to 8	\$160.01/occurrence	\$170.00/occurrence	6.2%
BrightView	Carriages of Grosse Pointe (7 Cul-de-sacs)	Up to 40	\$7,355.00 fixed	\$7,575.00 fixed	3.0%
		Each Add'l Inch	\$263.00	\$271.00	3.0 %
Perricone Bros. (New Contractor)	Bay Tree Court	2-4	\$135.00	\$175.00	29.6%
		4-6	\$15.00 each addtl	\$227.50	N/A
		6-8	\$15.00 each addtl	\$295.75	N/A
Schroeder &	Shadow Creek Cr.	1-4	\$175.00/push	\$175.00/push	0%

Schroeder	(1 of 2 Cul-de-sacs)	5-10 10.1-15	\$225.00/push \$300.00/push	\$225.00/push \$300.00/push	0% 0%
Vernon Township	Sugar Creek River Grove  Port Clinton Writer Ct. Woodbine Cr. Georgetown Sq. (Plow & Salt All)	Pre-treat Roads Salt & Plow	\$240.00 \$10,000/season	\$240.00 \$10,000/season	0 %

**WHEREAS**, all contracts will be for a one (1) year term with the exception of James Martin and Associates, which was approved separately under Ordinance 2017-112, which will be multi-year contract extending through 2019-20; and

**WHEREAS**, staff recommends waiving the competitive bidding process for contractual snow removal services, and executing contracts with Acres Group, Apex Landscaping, Aspen Landscapes, Brightview, Perricone Bros. Landscaping, Schroeder & Schroeder, and Vernon Township for the 2017-18 winter season; 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 snow removal service contracts with Acres Group, Apex Landscaping, Aspen Landscapes, Brightview, Perricone Bros. Landscaping, Schroeder & Schroeder, Inc., and Vernon Township for a cost not to exceed \$41,100 within the 2017-18 Fiscal Year.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payments to Acres Group, Apex Landscaping, Aspen Landscapes, Brightview, Perricone Bros. Landscaping, Schroeder & Schroeder, Inc., and Vernon Township for an overall amount not to exceed \$41,100 within the 2017-18 Fiscal Year.

Acres Group-	\$4,000
Apex Landscaping-	\$6,500
Aspen Landscapes-	\$3,000
BrightView-	\$8,500
Perricone Bros.	\$6,000
Schroeder & Schroeder-	\$3,100
Vernon Township-	\$10,000

**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 2017-125.

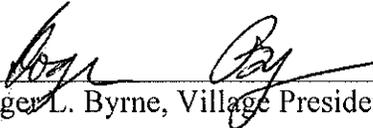
Dated this 7th day of November 2017

Adopted by roll call votes as follows:

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

NAYS: 0 - None

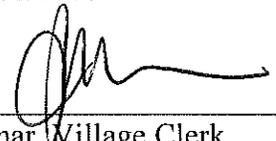
ABSENT AND NOT VOTING: - 1 - Takaoka

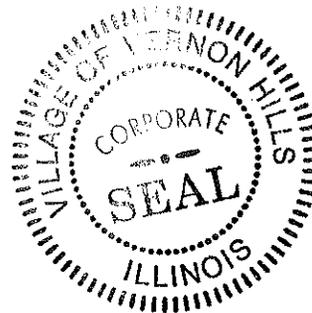
  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 11/7/2017

APPROVED: 11/7/2017

ATTEST: 11/8/2017

  
\_\_\_\_\_  
John M. Kalmar, Village Clerk





## **2017-18 SNOWPLOWING CONTRACT**

**Prepared for:**

**Village of Vernon Hills  
HARVEY LAKE COURT AND SADDLEBROOK  
DRIVE STREETS  
VERNON HILLS, ILLINOIS**

September 20, 2017



## SNOW PLOWING CONTRACT 2017-2018

September 20, 2017  
Village of Vernon Hills  
Attention: Al Fonk  
490 Greenleaf Drive  
Vernon Hills, IL 60061

alf@vhills.org  
847/680-2276

### Basic Services (Harvey Lake Court and Saddlebrook Drive)

November 15, 2017 through April 15, 2018 Plow Streets..... \$395.00 per push

**\*\*\*Please note that larger storms with larger accumulations may require more than 1 push per event\*\*\*  
Contract price includes 1 parking spots on site throughout the winter season for Apex Landscaping to keep a truck or Bobcat on site as well as a trailer to keep additional snow removing equipment. This will allow for more efficient service during the winter season.**

*Please initial the appropriate lines above and sign below and return one copy to our office. Thank you.*

[  ] No, we do not want salt. I NA (signature), dated on 11-7-17  
decline all salt services from Apex Landscaping, Inc. and hold harmless Apex Landscaping, Inc. of all liabilities incurred due to this refusal. I will not hold Apex Landscaping, Inc. responsible for any liabilities due to the refusal of salt applications to walks, stairs, stoops, drives, etc. and any other areas traveled by pedestrian traffic. Salt will automatically be applied unless this is marked, dated and signed.

Contract period for the season is November 15, 2017 through April 15, 2018 or until the total snowfall accumulation for each season measures forty (40) inches (monthly contracts only). Payments are due upon receipt of invoice. A finance charge of 1.5% per month will be charged to all past due accounts. The client is responsible for any legal fees incurred for the collection of any unpaid invoices. The client may not alter the contract in any way.

Respectfully Submitted,  
Muriel I Pick

Muriel I Pick – Certified Arbitrator IL-4442A

Accepted By: Johny Kalmar, Village Manager Date: 12/1/17

Contractor: Muriel I Pick Date 11-16-17  
As agent Apex Landscaping



September 20, 2017

Village of Vernon Hills  
Attention: Al Fonk  
490 Greenleaf Drive  
Vernon Hills, IL 60061

alf@vhills.org  
847/680-2276

**Location:** Harvey Lake Court and Saddlebrook Drive  
**Sample Address:** 456 Harvey Lake Drive, Vernon Hills, Illinois  
**Subject:** Contract Addendum 2017-2018

**ADDENDUM TO STANDARD CONTRACT:**

**THIS PAGE INTENTIONALLY LEFT BLANK**

*Miniford*  
Contractor: *as agent Apex Landscaping* Date: *11-16-17*

Accepted by: *[Signature]* Date *12/1/17*  
The client is responsible for any legal fees incurred for the collection of any unpaid invoices. The client may not alter the contract in any way.  
*John Kalmar, Village Manager*



**SNOW MANAGEMENT SCOPE OF SERVICES**  
**NOVEMBER 15 THROUGH APRIL 15**

**A. BASIC SERVICES**

1. Plowing and shoveling operations will be provided after 2" of snow has fallen. If requested, plowing less than 2" can be performed when notified by owner/agent on a time/material basis.
- ~~2. All drives will be cleared with a plow. At no time will drives be hand shoveled.~~
- ~~3. In the event Apex Landscaping does not have an ice management contract from the client, salt will be applied at an additional cost, upon completion of plowing and shoveling.~~
- ~~4. All access walks and stoops will be cleared/salted if contracted. Salt will be applied unless declined by owner/agent.~~
5. Service will be completed on 2" contracts within 8 hours after the snow has stopped falling unless severe or blizzard conditions exist, (D.1-4 see below).
6. Contract period for the season is November 15 through April 15 or until the total snowfall accumulation for the season measures forty (40) inches (monthly contracts only). Any work after forty (40) inches will be billed on a time/material basis.
7. All measurements in this contract are based upon field personnel measurements and a third party meteorological service.

**B. DRIVEWAYS AND PARKING AREAS**

- ~~1. Apex will not be responsible for parking areas that are blocked with vehicles.~~
- ~~2. At no time will driveways be hand shoveled with the exception of the fronts of garages which will only be cleared by hand if accessible by a plow truck.~~
- ~~3. De-icing will only be done if authorized by owner/agent as detailed on the ice management contract.~~

**C. FIRE HYDRANTS AND MAILBOX CLUSTERS**

1. Fire hydrants at no time will be buried or blocked with snow. Hand laborers will clear all hydrants and mailbox clusters.
2. In the event drifting snow or the city plows into these items with snow, we will clear the snow at a time/material basis.

**D. SEVERE WEATHER**

1. Severe weather conditions are defined as temperatures sub zero,



accumulation of freezing rain/ice, blowing/drifting snow, or storms that continue for 24 hours.

2. Apex cannot be held to any timetable during these conditions (as referenced in D.1). Every effort will be made to provide continuous service during these times. There may be delays due to worker exhaustion, traffic or other related weather problems. Apex will use any equipment available to complete plowing operations and will bill at our time/material prices.
3. In the case of severe weather, in which no progress is being made, we will postpone efforts until the severe weather has concluded.
4. One event is determined by any (1) storm under (8) inches defined by an independent meteorological service. This may require multiple pushes throughout the property.

**E. DRIFTING SNOW**

1. Clearing of drifted snow will only be completed when contracted by owner/agent on a time/material basis.

**F. DE-ICING SERVICES**

- ~~1. During any minor snow or ice accumulations less than 2", de-icing agents will be applied unless declined by owner/agent. The effectiveness of the chemical depends on the severity of the conditions i.e. temperature, traffic over the area.~~
- ~~2. Salting of drives will be mechanically spread and walks will be salted using a spreader or by hand.~~
- ~~3. If contracted, Apex will check conditions and reapply salt as needed. Apex is not responsible for icing due to downspouts and melting snow.~~
4. Callbacks will be handled on a first call first serve basis. Any callbacks will be billed on a time/material basis. Any callbacks received before 12:00 pm will be handled on the same day. Any callbacks received after 12:00 pm may be handled the following day.
5. Any hand chipping will be on a time/material basis if contracted by owner/agent.
- ~~6. There is no guarantee of salt availability due to shortages. In the event of a salt shortage, the price may change accordingly.~~

**G. INSURANCE & EXTRAS**

1. Apex is fully insured and a certificate is available upon request. All workers are covered under workers compensation
2. Removal and relocation will be billed on a time/material basis if contracted by owner/agent. Apex is not responsible for damaged turf/plants during this time. Relocation is determined



when snow is no longer able to be efficiently plowed and may require the use of special equipment to transfer snow to a spate location (s).

3. A supervisor will make a final pass. Any call backs for spots that need to be cleared will be \$40.00 per parking spot.
4. A parking spot will be made for our vehicle(s). Vehicles on site allow for quicker mobilization and more effective and efficient service.
5. Any repairs to turf will be repaired with seed. Watering is the responsibility of owner/Agent.
6. This contract can be cancelled by either party with cause with thirty (30) days written notification to the other party via certified mail. Apex reserves the right to rectify the cause of termination in order to maintain current contract and avoid termination. In the event of a default by the client of this Agreement, the client agrees to pay on demand all attorneys fees, investigative fees, accounting fees, and any other expenses which Apex may suffer by reason of such default regardless of whether Apex files suit or not.

#### **H. DAMAGES & REPAIRS**

1. Salt has corrosive properties, therefore, Apex cannot be responsible for the damage to surrounding turf and plants or to the surfaces it is applied, such as concrete, brick pavers, asphalt, etc. We will repair damaged areas where our plows or trucks damaged the areas and is recognizable by our staff.
2. All turf damage repair will be completed by April 30<sup>th</sup> weather permitting. All turf damage will be seeded and topped with Penn mulch (or equivalent).
3. Any property damage must be reported to Apex via fax or email within 48 hours. We will not except responsibility for any damage reported after this time, regardless of the circumstance unless our staff acknowledges the damage.
4. Apex is not responsible for the following: decaying cement/asphalt; cracks in cement/asphalt; scratches or rust marks in the driveways, streets, curbs, or sidewalks; damage to any sprinkler heads, splash blocks, holiday lights and cords, dog chains, flower pots; in driveway, lawn decorations, plastic outdoor light fixtures, plastic or tin edging along walks or driveways; lost newspapers or any other items covered with snow, from driveways or walks; damaged turf caused by melting snow or de-icing chemicals; damage to any utility meters or spigots on the sides of buildings that are not visible because of the snow; damage to directional or informational signs immediately adjacent to the parking area where snow needs to be pushed; any damage to fences caused by the weight of snow that was piled on, against or over the fence. Apex reserves the right to repair all damages by using our contractor and resources unless other arrangements are made and agreed upon by both parties.



**I. RATES & PAYMENTS**

**Additional Charges**

Front End Loader 1 Yard Bucket	\$120.00 per hour
Front End Loader 2 Yard Bucket	\$190.00 per hour
Dump Truck 10 Yard Capacity	\$170.00 per hour
Semi-Dump 20 Yard Capacity	\$255.00 per hour
Pick Up Truck With Plow	\$115.00 per hour
1 Ton Truck With Plow	\$150.00 per hour
Salt	\$225.00 per ton (Subject to change without notice)
Professional Ice Melter	\$52.00 per 50# bag
Parking Space	\$40.00
Laborer	\$50.00 per man
Snow Dumped Off Site (Not Including Hourly Rates)	\$8.00 per yard

All above items listed under "I." have a 2 hour minimum and will be billed travel time.

In the event that regular unleaded gasoline rises above \$4.25 per gallon, there will be an automatic surcharge of 5% added to all contracts and extras. For monthly contracts, the price will be increased 5%, for 'per push' clients, each service will be adjusted 5%, and for pre-payment clients, the percentage will be prorated to absorb the added expense to perform fair and reasonably priced service.

In the event the State of Illinois increases the minimum wage (as of January 2013 @\$8.25 per hour), the contract price and T&M pricing would increase by the same percentage.

*Example: \$8.25 increases to \$9.00 = 8.4% , the monthly price of \$1000.00 would increase to \$1084.00 (8.4%).*

**WEATHER ALERTS**

Apex is dedicated to provide the most up-to-date storm coverage and snow removal for your property. We provide a tool to give Apex clients the leading edge during the winter season. We will send email updates from [snow@apexlandscapinginc.com](mailto:snow@apexlandscapinginc.com) with information on upcoming snow events and during snow events. These updates will include a weather forecast that you can use it to track a storm or plan your day. It will also include our strategy for winter weather events. Our clients can opt in or out of de-icing applications by replying to this email. *If you or anyone else would like to be included on our weather alerts E-mail, please include your E-mail addresses below.*

\*\*E-Mail Address to be included on snow weather postings:

_____	_____
_____	_____
_____	_____



Go Green with Apex!!

In an effort to be more environmentally friendly, we are requesting your primary email address so that we may send you updates, proposals, and invoices. By providing this you are agreeing to receive future invoices via email, decreasing our use of paper products.

*Village of Vernon Hills*

Client Name

*Carissah@vhills.org and Alf@vhills.org*

Primary Email Address

Thank you for your cooperation.

The Apex Landscaping Staff

# ACRES GROUP

610 W. Liberty Street  
Wauconda, IL 60084  
Ph: 847-526-4554  
Fax: 847-526-4587

250 N. Garden Avenue  
Roselle, IL 60172  
Ph: 630-351-4336  
Fax: 630-351-0148

23940 W. Andrew Road  
Plainfield, IL 60585  
Ph: 815-439-2022  
Fax: 815-609-3643

## SNOW PLOWING CONTRACT

This Contract, dated 10/4/2017 between Village of Vernon Hills (Customer) and the ACRES GROUP (Contractor) shall be in accordance to this Contract, including the Contract Specifications attached as Rider A.

1. TERMS OF AGREEMENT: This ~~(3) three-year~~ <sup>one</sup> agreement shall apply to the 2017/2018, ~~2018/2019, and 2019/2020~~ snow plowing seasons.
2. SERVICE DATES: November 15 – April 15, 2018
3. PLACE OF PERFORMANCE: Shadow Creek Drive and Shadow Creek Court in the Gregg's Landing Subdivision, Vernon Hills, Illinois
4. PAYMENT RATES AND BILLING: As compensation for services to be performed by Contractor, Customer will pay within 30 days. The cost of contracted service is:

**Plowing and Shoveling Per Snow Fall:** Service will be rendered at the time of any snowfall that exceeds 2" inch.

2" to and including 6"  
Over 6.1"

\$ 340.00 per operation

Time and Material Rates Will Apply as Listed Under Section I

~~De-icing Per Application:~~ N/A

~~Street & Cul-De-Sacs:~~ Service includes ice melt applications.

~~\$ 335.00 Per Application~~

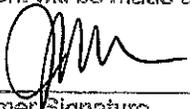
Snow maintenance services performed outside the term of the snow maintenance contract will be at an additional charge with written approval.

Snowfall in excess of 8" and extreme icing conditions will be handled to the best of the capabilities of personnel and equipment. Snow removal or plowing of any snow or snow storm totaling greater than 8" by wind or accumulation will be serviced per RIDER A.

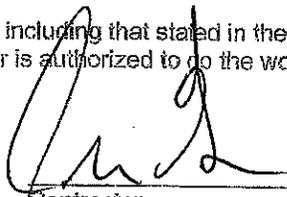
\* Snowfalls as measured by accredited, third party meteorologists

5. CANCELLATION CLAUSE: A 60 day cancellation clause will apply to both parties. The documented justification shall be delivered by certified mail.
6. COMMUNICATION IS KEY: By way of this contract, Acres requests to attend a minimum of two (2) meetings per year to ensure sufficient communication is shared between (Contractors) and (Client). Timing of these meetings is at the client's discretion, but consideration is recommended to a pre-season meeting to review an executive summary of specifications, and document any special needs and/or expectations. Dates for meetings: \_\_\_\_\_ & \_\_\_\_\_
7. REASONABLE EFFORTS: The services provided by Contractor pursuant to this Contract will be performed in a reasonable and workman-like manner.
8. This contract will be considered null and void on 10/31/2017 without appropriate authorized signatures below.

ACCEPTANCE OF PROPOSAL: The above Contract prices, including that stated in the Contract Specifications stated in Rider A, are satisfactory and are hereby accepted. Contractor is authorized to do the work indicated and as specified. Payment will be made as stated above.

  
Customer Signature DATE 12/1/17

John Kalmar, Village Manager  
Print Name

  
Contractor DATE 11/21/17

ACRES GROUP  
  
Print Name



Village The People To Know To Remove The Snow! Sacs

RIDER A

Contractor will provide Snow plowing as described below:

A. Contractor will provide necessary equipment and labor for the plowing of snow when there has been a total accumulation of 2 inches covering contracted plowing areas as determined by third party meteorologists. Said work is to be performed as outlined below in Paragraphs "A", "B" "C" and "D" specifically. This contract will cover unlimited snow plow operations for storms with accumulations between 2" and 8". The areas to be serviced will be:

- Initial where applicable: Private Drives, Private Parking Lot Areas, Stoops, Walks (cleared to 36" wide), Dumpster Enclosures, Loading Ramps, Mailboxes, X Other Streets & Cul-de-sacs, Site Specific Measurements by Accredited, Third Party

Meteorologist

(Seasonal Charge of \$145.00)

Handwritten initials and (Customer's initials)

B. PLOWING OF STREETS & CUL DE SACS:

Plowing of streets and cul-de-sacs performed by: Acres Group

- C. 1. Snowfall to 4 inches: It is the intent of Contractor to have all plowing operations completed 6 to 8 hours after snow has stopped falling. When expecting a snowfall of 2" or more, plowing operations will begin no later than 2 hours after the end of snowfall. In the event that the professional meteorological service has predicted 4" or less, snow plowing will not commence until snowfall has ceased. 2. Snowfall 4.1 inches to 8 inches: It is the intent of Contractor to have all plowing operations completed 8 to 10 hours after snow has stopped falling. To ensure access and egress to the Customer's property, plow operations will begin at approximately 4 inches of accumulation depending upon the duration and severity of the storm. 3. Snowfall in excess of 8 inches: Snow events of this magnitude will be handled to the best capabilities of the personnel and equipment. a. Plow operations of any snow event totaling 8.1" - 10" by wind or accumulation will be charged 1 month's value of the seasonal contract in addition to the monthly contract price. b. Plow operations of any snow event totaling 10.1" - 12.5" by wind or accumulation will be charged 1.5 times the month's value of the seasonal contract in addition to the monthly contract price. c. Plow operations of any snow event totaling 12.6" - 15" by wind or accumulation will be charged 2 month's value of the seasonal contract in addition to the monthly contract price. d. Plow operations of any snow event totaling equal to or greater than 15.1" by wind or accumulation will be charged on a time and material basis. e. Any snow event which stops snowing with no drifting from wind for more than 8 hours will be defined as a separate storm event. f. Applies only to monthly snow contracts. Snowfalls as measured by accredited, third party meteorologists 4. Freezing rain, sleet, and other extreme icing conditions will be handled to the best of the capabilities of the personnel and equipment. Plowing operations and ice melt treatments will be done on a per application rate, and/or time and materials basis as listed under Sections J and K. 5. Snow plowing prior to a 2 inch snowfall will be done at an additional charge of 10% of the seasonal contract. Oral approvals shall be confirmed by e-mail or other writing.

Initials and handwritten initials

- 6. Garage Door Shoveling – Shoveling of normal accumulated snow within ten (10) inches of the garage door will be performed during each plow operation. Accumulated or drifted snow in front of garage doors in excess of eight (8) inches in height will be cleared on a time and material basis as listed under Section K.
- 7. Any plow operations required after final plow has been completed, due to Village, Municipality, parked cars, etc. plowing snow in driveways, will be cleared on a time and material basis as listed under Section K.

**D. Driveways and Parking Areas:**

- 1. Contractor will not be responsible for plowing driveways and parking areas if they are blocked with parked cars. In cases where there is a parked car(s), Contractor will make reasonable attempts to clear other areas where there are no parked cars. Contractor will make a second pass through the entire development to make a final check to see if the parked car(s) have been moved.
- 2. For properties where there are no private drives, Contractor will return the morning after a snow plow event to plow where cars have moved at no additional charge. Return trips thereafter to service where cars have moved will be charged at rates listed in Section K.
- 3. Driveways will not be hand shoveled. Driveways are to be back dragged or plowed side to side.
- 4. Contractor requests that Customer provide and review with Contractor a site map detailing where snow is to be plowed to during snow-plow operations.

**E. Equipment:**

To maximize prompt response, Contractor intends to direct report whenever possible by having equipment trailers and/or containers housed on site. Contractor is responsible for repairs of any damage caused by direct reporting.

- F. Prior to this Contract, Contractor will inspect the premises and note locations of all fire hydrants. Contractor will flag the hydrants and the cost of the flags will be borne by the Customer at \$85.00 each, per hydrant with oral or written approval from Customer's designated Property Agent. Oral approvals shall be confirmed by e-mail or other writing.

Fire hydrants that are snow covered and made inaccessible by any other means other than Contractor's operations will be cleared upon written request of Customer's designated property agent at the rates listed under Section K.

- G. If upon inspection of the premises, the Customer or its designated property agent finds certain services not completed in accordance with this Contract, the Customer or its designated property agent shall notify Contractor in writing. Excluding extreme conditions such as a significant snow or ice event, which may warrant more time, Contractor shall then have twelve (12) hours to correct the condition.

- H. Upon written request from Customer or Customer's designated property agent, Contractor will relocate plowed snow. Any relocation will be charged at rates listed under Section K. When structures or plant material may be at risk, Contractor may suggest snow relocation. If snow relocation is not approved, resulting damage will not be the responsibility of the Contractor.

- I. Contractor agrees that the Customer has no responsibility for the loss or damage to Contractor's equipment.

**J. Additional Snow and Ice Management Services – Time and Material Rates:**

Additional work will be charged on an hourly basis for each piece of equipment used. (Unless otherwise noted, equipment prices include labor. One way travel time will be charged.) Regular prices are as follows:

~~Salting of streets and cul-de-sacs~~ ----- \$335.00/application *N/A*

K. Foreman	\$ 69.00/hour
Labor	\$ 62.50/hour
Snow Blower	\$ 10.00/hour
Dump Truck with plow/salter	\$139.00/hour
Pickup Truck with plow/salter	\$117.00/hour
Skidsteer with attachments (3hr min)	\$168.00/hour
Ice Melt Pail with Scoop 40lb (delivered)	\$ 48.00/pail
Standard Salt (1 ton charge min)	\$235.00/ton
*Salt Options 1 & 2 / Automatic Application for freezing rain/drizzle	\$188.00/ton

Initials 

Standard Ice Melt bag applied (2 bag min)	\$ 42.00/bag
**Ice Melt bag Automatic Ice Melt for freezing rain/drizzle	\$ 33.60/bag
***Automatic Ice Melt Application after Plowing Operations	\$ 32.00/bag
Overtime (after 8 hours) and weekends/holiday prices are as follows:	
Foreman	Add \$22/hour
Labor	Add \$24/hour
Equipment Operator	Add \$26/hour
<b><u>Freezing Rain Clause, Option 1 &amp; 2 Salt Pricing</u></b>	
Salt (1 ton charge min)	\$188.00/ton
Ice Melt bag applied (2 bag min)	\$ 33.60/bag

All hourly services above require a 1 hour minimum unless otherwise noted.

SERVICES PROVIDED UNDER SECTIONS J. & K. WITH ORAL OR WRITTEN APPROVAL OF CUSTOMER'S DESIGNATED PROPERTY AGENT. ORAL APPROVALS SHALL BE CONFIRMED BY E-MAIL OR OTHER WRITING.

**L. Marketplace Volatility:**

In the event that market pricing for products and services increases dramatically outside of Contractor's control, the Contractor reserves the right to modify pricing accordingly.

**M. Governmental Regulations:**

In the event that the federal or state government imposes governmental regulation or an additional tax which increases Acres cost of doing business, Contractor will add an additional charge to the monthly contracted price.

**N. Fuel Surcharge:**

In the event that the average price of fuel meets or exceeds \$3.75/Gallon, Contractor will add an additional 5% charge to the monthly contract price.

**O. Snow Plow Damage and Restoration:**

1. Damage of turf areas due to plowing by Contractor will be handled as follows: Contractor will repair damaged areas through the use of seed, blanket, or penn mulch no later than April 30<sup>th</sup> and will provide (one) 1 watering upon install/repair. This applies to drives and parking lots only when the snow contract is paid within contract terms.
2. Contractor shall not assume responsibility for resident decorations, i.e., damage to Malibu lights or other decorative lighting, statues, containers, bird baths, benches where snow may be piled. Contractor will not assume responsibility for damages done to any type of underground or exposed object including gas and water lines, electric and telephone wires, cable television wires, b-boxes and sewer clean outs, any and all irrigation components, dog chains, hoses, invisible fence, etc.
3. See paragraph H.
4. Any damage caused by the municipality snow plow operations shall not be the Contractor's responsibility.
5. Snow plow damage must be reported by Customer to Contractor by April 30<sup>th</sup>. Any snow plow damage reported after April 30<sup>th</sup> will not be the responsibility of Contractor.
6. Scrapes, marks, chips and other damage on surfaces can result from snow plow operations. Poly-edged blades are available upon request prior to October 1<sup>st</sup> at an additional cost. Contractor is not responsible for damage to surfaces, including but not limited to concrete, asphalt or seal-coating, speed bumps, curbs, etc. resulting from snow plow operations.
7. De-icing compounds do not themselves chemically attack concrete and therefore are effective on properly cured concrete structures and surfaces. Improperly cured or poor quality concrete can absorb significant amounts of water in a thaw. As the water freezes, the concrete expands and may cause chipping, flaking or surface damage. Contractor shall not be responsible for damage caused to surfaces because of Ice Treatment Services.

**P. Billing:**

Billing will be on the first of each month for that month's service. A 1.5% service charge is added to all invoices not paid by thirty (30) days - annual interest rate equals 18%. Contractor reserves the right to suspend services should outstanding payment for above services exceed sixty (60) days past date of invoice. Services will be temporarily discontinued at the 91<sup>st</sup> day of non-payment until the account is brought current. Any and all collection and/or litigation fees and costs, including attorneys' fees and costs shall be paid by the Customer. If client cancels the contract prior to the expiration date, services that are due and payable shall include Acres costs incurred through date of termination.

Initials 

**Q. Insurance:**

A. Contractor agrees to supply to Client or its designated property agent a Certificate of Insurance prior to commencing work under this Agreement evidencing the following coverage's for Contractor:

Coverage	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident bodily injury by accident \$1,000,000 policy limit bodily injury by disease \$1,000,000 each employee bodily injury by disease
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence \$1,000,000 personal and advertising injury liability \$2,000,000 general aggregate \$2,000,000 completed operations aggregate
Automobile Liability	\$1,000,000 each accident
<b>Umbrella Policy</b>	<b>\$5,000,000</b>

B. Insurance will be carried with a company licensed to do business in Illinois.

**R. Limitation Of Liability:**

Contractor shall not be liable to Customer for damages by reason of any delay in completion of the work hereunder due to causes beyond Contractor's control. Contractor will not be liable to Customer for any injuries that result from causes beyond Contractor's control, such as: gutter, downspout or roof run-off, poorly drained areas, snow or ice between parked cars, freeze/thaw conditions, or line-of-sight issues created by snow piles.

**S. Indemnification:**

Customer agrees to defend, indemnify and hold harmless Contractor from any and all contract liability for damages suffered by any third person or entities unless the damages were caused by solely by Contractor's breaches of this Agreement. Customer also agrees to defend, indemnify and hold harmless Contractor from all federal, state and municipal administrative fines and penalties unless the administrative action arises only from Customer's conduct or inaction.

**T. Notice Of Claims:**

If Customer discovers any facts that might give rise to a claim arising out of Contractor's work, Customer shall immediately notify Contractor of same in writing. Contractor shall be entitled to contest any such claim with counsel selected by Contractor or its insurer and shall be entitled to control any litigation relating to such claim. Customer shall not settle or compromise any such claim without Contractor's prior written consent and shall cooperate with Contractor and its insurer in connection with the defense of any such claim.

Initials



# PERRICONE Bros. LANDSCAPING

31600 FISHER ROAD • Volo, IL 60051  
815-344-8377 • FAX 815-344-8658

### YARD LOCATIONS:

- Volo
- WOODSTOCK
- NORTHBROOK

**DATE:** October 17, 2017

\*\*\*\*\* SEASONAL SNOW PLOW PROPOSAL SEASON 2017-2018 ~~2018-2019 & 2019-2020~~ \*\*\*\*\*

**Proposal Submitted To:**  
Vernon Hills Public Works  
490 Greenleaf Drive  
Vernon Hills, IL 60061

**Work To Be Performed:**  
Bay Tree Court for Vernon Hills Public Works Townhomes  
422-428; 432-438 and 442-448 Bay Tree Court  
Vernon Hills, IL

**ATTN:** Al Fonk      Office: (847) 680-2276      email: [alf@vhills.org](mailto:alf@vhills.org)

We hereby submit a proposal for seasonal snow plowing service as per the following specifications:

Snow Plow Bay Tree Court:

- Clearing 2-4" of Snow - \$ 175.00
- Clearing 4-6" of Snow - \$ 227.50
- Clearing 6-8" of Snow - \$ 295.75

**NOTE:**

These prices listed below will be in effect if equipment is needed in event of one snowfall 8" or more, or drift clean up or removal of snow from property.

These charges will go into effect only if necessary under the circumstances described below and with the approval of both parties.

*\$120.00 Per hr for clearing with 8' blade	*\$150.00 Per hour for loader with 2 cy bucket
*\$150.00 Per hr for clearing with 10' blade	*\$200.00 Per hour for end loader with 4 cy bucket
*\$175.00 Per hr for clearing with 12' blade	*\$110.00 Per hour for 6 wheeler
*\$120.00 Per hr for end loader with 1 cy bucket, 1845 skidsteer	*\$150.00 Per hour for Semi

**Payment Terms:** Net 30 days from invoice date.

\*\*\*\*\* ACCEPTANCE OF PROPOSAL \*\*\*\*\*

Perricone Bros. Landscaping, Inc.

Customer

Village of Vernon Hills  
John Kalmar, Village Manager

NOTE: CONTRACT TO BE SIGNED AND RETURN ASAP.



Schroeder & Schroeder Inc.

SNOW REMOVAL SERVICE
7306 Central Park
Skokie, Illinois 60076
(847) 933-0526 Fax (847) 933-0528

Municipal
Commercial
Residential

PROPOSAL SUBMITTED TO

Vernon Hills Public Works
490 Greenleaf Drive
Vernon Hills, IL. 60061
Al Fonk

847-680-2276 August 10, 2017
Snow Plowing 2017-2018
Shadow Creek Circle

We hereby submit specifications and estimates for:

The cost for snow plowing of the street at the above mentioned location for the 2017-2018 Winter season is as follows.

Table with 2 columns: Snowfall depth and Cost per push. Rows: 1"- 4" (\$175.00), 5-1"- 10" (\$225.00), 10.1" - 15" (\$300.00)

Service will be automatic when snowfall accumulation is 2" and will be completed before business hours when possible, depending on the time of the snowfall.

Starting time-work will begin when snowfall has stopped or is due to stop shortly. Under Blizzard conditions-due to the severe conditions that occur during a blizzard, special circumstances are created dictating the following steps:

- 1. If high winds accompany snowfall, all sidewalks not necessary for home entry, work will be suspended until winds subside then digout begins.
2. If snow is deep enough and lots are full of cars (as on Saturday, Sunday or Holidays) roads will be kept open and lanes maintained in all parking lots. Plowing will resume when cars are out (to work, etc.).
3. Snow will be pushed wherever possible due to obstructions that exist (cars, etc). After snowfall, if enough has fallen (12"-18") it will be necessary to move, stack or haul snow to any available spot on the property. This work will be completed at the hourly rates provided for the necessary equipment.

Contracts begins November 15, 2017 and continues through April 15, 2018. Payment is expected within 15 days of receipt of invoice. Accounts over 30 days will be subject to a charge of 1 1/2% of the amount outstanding and cancellation of snow plowing services.

Should salting be necessary, the cost would be \$100.00 per hour plus the cost of material used @ \$ 130.00 per ton and \$55.00 per man hour for hand salting plus the cost of de-icer. Salting will be done at management request with a two (2) hour minimum.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment to be made as follows:

SEE NEXT PAGE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_ Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_



Schroeder & Schroeder Inc.

SNOW REMOVAL SERVICE
7306 Central Park
Skokie, Illinois 60076
(847) 933-0526 Fax (847) 933-0528

Municipal
Commercial
Residential

PROPOSAL SUBMITTED TO
Vernon Hills Public Works
490 Greenleaf Drive
Vernon Hills, IL. 60061
Attn: Al Fonk

847-680-2276 August 10, 2017
Snow Plowing 2017-2018
Shadow Creek Circle-street only

We hereby submit specifications and estimates for:

Should snow moving, hauling or loading be necessary, the rates and equipment are as follows:

- Caterpillar articulated loader with 3 yd bucket @ 250.00 per hour
252 Skid Steer with 3/4 yard bucket @ 100.00 per hour
453 Bobcat @ 70.00 per hour
216 Skid Steer with 1/2 yd bucket @ 85.00 per hour
Semi-dump tractor trailer @ 95.00 per hour
6 Wheeler dump @ 85.00 per hour

The purchaser agrees that Schroeder & Schroeder Inc., or any of its authorized agents shall not be held liable for damage or delays in completion of work hereunder due to causes beyond its control and without it's fault or negligence including, but not restricted to, acts of God or of the public enemy, acts of the government, fires, floods, epidemics, exceeding the capability of equipment, quarantine restrictions, code violations, strikes, freight embargos, unnatural accumulations of ice or snow, severe weather and (unless the material or supplies to be furnished under a subcontractor are obtainable from other sources) delays of subcontractors due to such causes.

Damages: Contractor will not assume responsibility for the damages done to any type of underground or exposed object including gas and water lines, electric or telephone wire, cable TV wires and sprinkler systems or for rust stains on asphalt and scratching of asphalt surface with steel plows. Since the use of rubber edge plows is not satisfactory for scraping down the pavement, steel plows must be used and even with properly fitted shoes (steel guides), some scratching of asphalt is inevitable. Also, with their use, small amounts of steel from plow blades sometimes create a rust staining on the asphalt, which is also incidental.

Schroeder & Schroeder Inc. is also, not responsible for normal winter kill (trees, shrubs, lawn, etc...), minor scraping of asphalt surfaces or curbs, downspouts extending into plowing areas, lawn damage if directed by owners to stockpile snow beyond the curb limits and slip or falls or auto accidents when salting is not ordered by owners.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

As Described Above dollars (\$ \_\_\_\_\_).

Payment to be made as follows:

If acceptable, please sign and return white copy

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

[Handwritten Signature]

8-10-17

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

[Handwritten Signature]
John Kalmar, Village Manager

Date

11/13/17