

**VILLAGE OF VERNON HILLS  
ORDINANCE 2020-071**

**AN ORDINANCE AWARDING A CONTRACT TO TKG ENVIRONMENTAL SERVICES GROUP FOR CONTRACTUAL STREET SWEEPING SERVICES FOR AN AMOUNT NOT TO EXCEED \$52,743**

**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 FY2021 budget account (0102040-520630) for contractual power sweeping of Village streets; and

**WHEREAS**, the Village received a total of one (1) sealed bid on May 1, 2020 for said contractual street sweeping at which time it was opened; and

**WHEREAS**, TKG Environmental Services Group provided a qualifying bid for a price of \$52,743 for year one; with a 3% increase for years two and three should the contract be renewed; and

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

**WHEREAS**, consolidated purchases throughout the budget year of over \$25,000 require Board of Trustee approval.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: EXECUTION OF AGREEMENT:** The Village Manager is hereby authorized to execute all required documents with TKG Environmental Services Group, LLC for contractual street sweeping of Village streets at a price not to exceed \$52,743 within FY2021.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payment to TKG Environmental Services Group, LLC in an amount not to exceed \$52,743 within FY2021.

**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 2020-071.

Dated the 19<sup>th</sup> of May, 2020

Adopted by roll call votes as follows:

AYES: 7 - Byrne, Schultz, Oppenheim, Takaoka, Brown, Marquardt, Koch

NAYS: 0 - None

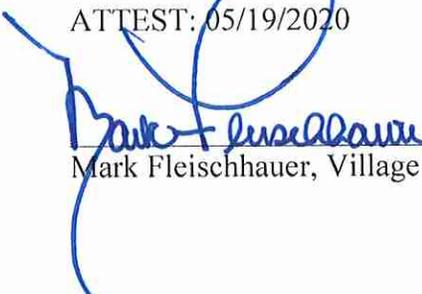
ABSENT AND NOT VOTING: 0 – None

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

PASSED: 05/19/2020

APPROVED: 05/19/2020

ATTEST: 05/19/2020

  
\_\_\_\_\_  
Mark Fleischhauer, Village Clerk

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2020-071

AN ORDINANCE AWARDED A CONTRACT TO TKG ENVIRONMENTAL SERVICES GROUP FOR CONTRACTUAL STREET SWEEPING SERVICES FOR AN AMOUNT NOT TO EXCEED \$52,743

THE 5<sup>th</sup> DAY OF MAY 2020

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 5<sup>th</sup> Day of May 2020



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE        )

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2020-071 - AN ORDINANCE AWARDDING A CONTRACT TO TKG ENVIRONMENTAL SERVICES GROUP FOR CONTRACTUAL STREET SWEEPING SERVICES FOR AN AMOUNT NOT TO EXCEED \$52,743.

  
\_\_\_\_\_  
Mark Fleischhauer  
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 19<sup>TH</sup> DAY OF MAY 2020

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



Serving Northeast Illinois and Southeast Wisconsin  
**1.866.712.0600 • [tkgservices.com](http://tkgservices.com)**  
345 Lakewood Ave. • Waukegan, Illinois 60085

June 22, 2020

Ryan Papak  
Village of Gurnee  
290 Evergreen Drive  
Vernon Hills, IL 60061

Dear Ryan,

We want to thank the Village of Vernon Hills for working with us on the contract terms. Per our agreement, TKG will reduce the per curb mile price by \$.65 per curb mile for the entirety of the contract. The reduction in the rate is in lieu of TKG providing a performance bond for the entirety of the contract.

We look forward to working with the Village of Vernon Hills for the next three years and beyond.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Katz". The signature is stylized and cursive.

Richard Katz

President of Operations, TKG

**to improve your environment**

VILLAGE OF VERNON HILLS

CONTRACT/PROPOSAL FOR

STREET SWEEPING

TKG Environmental Services Group, LLC  
(Full Name of Bidder)

345 Lakewood Ave., Waukegan, IL 60085  
(Principal Office Address)

345 Lakewood Ave., Waukegan, IL 60085  
(Local Office Address)

Contact Person Rich KATZ Telephone 847-505-1400

Email richk@tkgcompanies.com

TO: Village of Vernon Hills ("Owner")  
290 Evergreen Drive  
Vernon Hills Illinois 60061  
Attention: David Brown, Director of Public Works

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 [if none, write NONE], which are securely stapled to the end of this Contract/Proposal.*

1. **Work Proposal**

A. **Contract and Work**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials and Supplies**. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for street sweeping various areas of the Village of Vernon Hills.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the **specifications attached hereto and by this reference made part of this Contract/Proposal**.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owners judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidders cost, perform, or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidders expense and risk.

## 2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, the **sum of products resulting from multiplying the number of acceptable units of Unit Price items listed below incorporated into the Work by the Unit Price set forth below for such Unit Price item.**  
**Exhibit A**

B. Basis for Determining Prices

It is expressly understood and agreed that:

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

- C. Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

**Within one month of invoice submittal.**

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 16 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all Bonds and all insurance certificates and endorsements specified in this Contract/Proposal. If this Contract/Proposal is accepted Bidder proposes, and agrees, that Bidder shall perform work diligently and continuously and shall commence the first cycle not later than **May 27th, 2020**.

If mutually agreed upon by both parties the contract may be extended at a one-year term for up to two additional years ending April 30, 2023.

4. **Financial Assurance**

- A. **Bonds.** Each bidder's proposal shall be accompanied by a security deposit of at least 5% of the Bidders price proposal in the form of a Bid Bond. (Exhibit D) If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond (Exhibit E); on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract.
- B. **Insurance.** Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors. Exhibit C

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

**Additional Insured.** *The Village of Vernon Hills, its officials, agents, employees and volunteers are to be covered as additional insureds* as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Vernon Hills, its officials, agents, employees and volunteers.

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

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

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

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

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

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Vernon Hills. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers'

Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

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

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

All Coverages. No Waiver. Under no circumstances shall the Village of Vernon Hills be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificate Insurance **and** Additional Insured Endorsements.
- (b) Failure to examine, or demand correction of any deficiency, of any Certificate of Insurance **and** Additional Insured Endorsement received.

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

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

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

Verification of Coverage. Contractor shall furnish the Village of Vernon Hills with certificates of insurance naming the Village of Vernon Hills, its officials, employees, agents and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The following additional insured endorsements shall be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

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

**Commercial General Liability**    *Limits shall not*

*be less than:*

- Each Occurrence:    \$1,000,000 •    Damage to Rented Premises:    \$50,000
  - Medical Expenses:    \$5,000 •    Personal & Advertising Injury:    \$1,000,000
  - General Aggregate:    \$2,000,000 •    Products-Completed
  - Operations Aggregate:    \$1,000,000
- Coverage is to be written on an “occurrence” basis.
  - General aggregate limit applies per the “project”.
  - The “ADDL INSR” box shall be marked with “Yes” in the box.     The “SUBR WVD” box shall be marked with “Yes” in the box.

**Coverage to Include:**

- Premises Operations
  - Products/Completed Operations
  - Independent Contractors
  - Personal Injury (with Employment Exclusion deleted) •    Broad Form Property Damage Endorsement
  - “X”, “C” and “U”
  - Contractual Liability
- Contractual Liability coverage shall specifically include indemnification set below.

**Workers’ Compensation and Employers Liability** *Limits*

*shall not be less than:*

- Employers Liability - Each Accident-Injury    \$500,000
  - Employers Liability - Each Employee-Disease    \$500,000
  - Employers Liability - Disease-Policy    \$500,000
  - Workers’ Compensation:    Statutory
- Such insurance shall evidence that coverage applies to the State of Illinois.

**Automobile Liability**

*Limits shall not be less than:*

- Combined Single Limit: \$1,000,000
- Coverage is to be written on an “Any Auto” basis.

**Umbrella Liability**

*Limits shall not be less than:*

- Bodily Injury and Property Damage Combined Single Limit:    \$2,000,000

- The "ADDL INSR" box shall be marked with "Yes" in the box.
- The "SUBR WVD" box shall be marked with "Yes" in the box.
- The Policy shall be in excess of the limits stated above.

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Vernon Hills, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Vernon Hills, its officials, agents and employees, arising in whole or in part or in consequence of the performance of

this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Vernon Hills, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Vernon Hills, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

Safety/Loss Prevention Program Requirements. Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal. Evidence of completed employee safety training can be provided.

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

**5. Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

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

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

- A. The Work.** The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform

to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

- B. Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Not less than the prevailing rate of wages shall be paid to all laborers performing work on this project. For more information and updated prevailing wage rates, please visit

<https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7adc3-c224acee8fc2>

- C. Not Barred.** Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (I) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq
- D. Qualified.** Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

## 7. Acknowledgements

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

- A. Reliance.** Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.
- B. Reservation of Rights.** Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders
- C. Acceptance.** If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies.** Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.
- E. Time.** Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

- F. No Waiver.** No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.
- G. Severability.** The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforce ability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.
- H. Amendments.** No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment.** Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law.** This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 15<sup>th</sup> day of May, 2020

Bidder Status  
Corporation \_\_\_\_\_ State: \_\_\_\_\_

Partnership  \_\_\_\_\_ State: Illinois

Individual Proprietorship: \_\_\_\_\_

Bidders Name:

TIG Environmental Services Group, LLC

Signature:



Doing Business as (if different):

Printed Name:

RICHARD KATZ

Title/Position

MANAGER / Member

Bidders Business Address:

345 Lakewood Ave., Waukegan, IL 60085

Telephone 847-505-1400 Fax 847-505-1410

If a Corporation or Partnership, list all officers and partners:

Name	Title	Address
Richard KATZ	MANAGER / Member	345 Lakewood Ave. Waukegan, IL 60085
Daniel KATZ	MANAGER / Member	345 Lakewood Ave. Waukegan, IL 60085

Exhibit A

**SUBMISSION INFORMATION**

Village of Vernon Hills  
Village Hall  
290 Evergreen Drive  
Vernon Hills Illinois 60061

**BID OPENING DATE:** May 1st, 2020  
**TIME:** 9:30 AM. Local Time  
**LOCATION:** Vernon Hills Public Works Dept. via remote Zoom Session

**COPIES:** Two complete sets

**INVITATION TO BID CONTRACTOR INFORMATION**

**Company Name:** TEC Environmental Services Group, LLC

**Address:** 345 Lakewood Ave.

**City, State, Zip Code** Waukegan, IL 60085



490 Greenleaf Drive • Vernon Hills, IL 60061-2999  
Phone 847-367-3726 • FAX 847-367-3728  
Public Works Department • Engineering Division  
[www.vernonhills.org](http://www.vernonhills.org)

## ADDENDUM #1

APRIL 16, 2020

### VILLAGE OF VERNON HILLS CONTRACTUAL STREET SWEEPING BID

#### DESCRIPTION OF ADDENDUM:

Below, please find the modifications, corrections, and additions to the bid information for the above referenced project. It is imperative that the bidders review the information and acknowledge receipt.

#### BID REVISIONS:

Changes/additions to the "Table of Unit Pricing" and "Parking Lots and Areas" have been made. Therefore, please replace said document(s) within your bid specifications with the attached revised document(s). Please use the revised documents when submitting your bid proposals.

BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM #1. PLEASE FAX OR EMAIL BACK TO THE VILLAGE OF VERNON HILLS PUBLIC WORKS DEPARTMENT, 847-367-3728, OR [CARISSAH@VHILLS.ORG](mailto:CARISSAH@VHILLS.ORG).

PLAN HOLDER: Rich KAIZ -TKG

DATE: April 16, 2020

COMPANY: TKG Environmental Services Group, LLC

CONTACT: Rich KAIZ, MANAGER

647-505-1400

**TABLE OF UNIT PRICING**

	<u>Item</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1	Arterial, Collector and Residential Streets	Cycle	8	\$ <u>5,346</u>	\$ <u>42,768</u>
2	Discretionary Sweeping	Per Curbline Mile	50	\$ <u>40.00</u>	\$ <u>2,000</u>
3	Emergency Sweepings	Hour	20	\$ <u>130.00</u>	\$ <u>2,600</u>
4	Special Request Sweepings	Hour	25	\$ <u>115.00</u>	\$ <u>2,875</u>
5	Municipal Parking lots	Cycle	2	\$ <u>750</u>	\$ <u>1,500.</u>
6	Hawthorn District 73 Parking lots	Cycle	2	\$ <u>500</u>	\$ <u>1,000</u>
7	Total Annual Cost	\$ <u>52,743.00</u>			
8	Total Annual Cost In Words	Fifty-Two Thousand Seven Hundred Forty-three			
9	May 1, 2021 – April 30, 2022: rates will increase by <u>3</u> %.				
10	May 1, 2022 – April 30, 2023: rates will increase by <u>3</u> %.				

**Pavement Sweeping Services-Village of Vernon Hills per the specifications identified herein**

ATTACHMENT A—PARKING LOTS AND AREAS

***Village of Vernon Hills Sites***

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

***Village of Vernon Hills Sites-Hawthorn Dist. 73 lots***

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

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

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

MUNICIPALITY: City of Highland Park  
ADDRESS: 1150 Half Day Rd  
CITY, STATE, ZIP CODE: Highland Park, IL 60035  
TELEPHONE NUMBER: Ln Bannon - 847-926-11416  
CONTACT PERSON: Ln Bannon  
DATES OF SERVICE: 2013 - Present

MUNICIPALITY: Village of Mundelein  
ADDRESS: 440 E. Crystal St.  
CITY, STATE, ZIP CODE: Mundelein, IL 60060  
TELEPHONE NUMBER: 847-949-3269  
CONTACT PERSON: Craig Schaul  
DATES OF SERVICE: 2014 - Present

**SPECIFICATIONS  
2020**

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**Scope of Work:**

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

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

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

**Project Deliverables:**

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

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

Dates provided for cycle sweeps are tentative and intended for planning purposes. If needed, dates for cycle sweeps may be requested earlier, later, or not at all depending on weather and conditions of roadways. Sweeping zones may be substituted, exchanged and/or "banked" meaning saved for future use for others, in a particular cycle if village inspector/program manager deems it necessary.

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

**Alternate Bid #1—Parking Lots and Areas:**

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

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

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

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

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

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

**ARTERIAL, COLLECTOR AND RESIDENTIAL STREETS:** Streets included in this category (including islands, cul-de-sacs and dead ends) total approximately 81 centerline miles.

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

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

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

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

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

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

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

### **DISCRETIONARY SWEEPING**

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

### **EMERGENCY SWEEPING**

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

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

### **SPECIAL REQUEST SWEEPING**

The Village requires the contractor to provide service for special request sweeping such as parking lots, parades, carnivals, construction projects, clean-up after tree trimming work, etc., that would occur outside of the normal sweeping schedule. Some of the extra work that may be required will be to clean streets and Village parking lots before and/or after special events such as the Vernon Hills--Five (5) special events for which cleaning shall be required: July 4th Parade (July 4th), Summer Celebration (July 16th-19th), National Night Out (August 4th), Ribfest (August 21st-22nd), and Fall Fest (September 26th). The Contractor will be required to complete cycles for the zone(s) prior to and after these perennial events. Dates posted are for the 2020 calendar year, in subsequent years the dates may change, but will generally follow the same timeframe. Special request sweepings shall be scheduled in advance with the contractor by the Director of Public Works or his/her designee. The contractor shall be paid on a **per hour basis** with a two (2) hour minimum, excluding travel time to and from. **The contractor shall provide a separate invoice for these services.**

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

### **COLLECTION OF DEBRIS**

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

#### **SPECIAL NOTE REGARDING LEAF COLLECTION**

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

#### **DISPOSAL OF DEBRIS**

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

#### **PROGRESS REPORTING / INSPECTION**

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

**The Village will be the sole determiner of satisfactory removal. In the event the Village deems removal to be unsatisfactory, the Contractor shall perform the additional sweeps at no additional cost to the Village.**

**CONTRACT ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Vernon Hills ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 2020 with [TLC Environmental] to perform Street Sweeping for a cost not to exceed [53,743] contract award amount. *Services Group LLC*

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

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by the VILLAGE and CONTRACTOR.

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

Attest/Witness

By: *Elizabeth Kaul*

Title: *Executive Secretary*

Attest/Witness

By: *David Katz*

Title: *MANAGER*

*[Signature]*  
VILLAGE OF VERNON HILLS

By: *Mark Luciani*

Title: *Village Manager*

CONTRACTOR

By: *[Signature]*

Title: *MANAGER*

STATE OF ILLINOIS        )  
  )SS  
  )



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Dyla Touff	
GCG Risk Management Consultants LLC		<b>PHONE (A/C, No, Ext):</b> (847) 457-3000	<b>FAX (A/C, No):</b> (847) 457-3100
Three Parkway North		<b>E-MAIL ADDRESS:</b> Dyla.Touff@gcgfinancial.com	
Suite 500		<b>INSURER(S) AFFORDING COVERAGE</b>	
Deerfield IL 60015		<b>INSURER A:</b> Starr Surplus Lines Insurance Company	
<b>INSURED</b>		<b>INSURER B:</b> Starr Indemnity & Liability Company	
TKG Environmental Services Group LLC		<b>INSURER C:</b>	
3804 Hawthorn Court		<b>INSURER D:</b>	
Waukegan IL 60087		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL2061911879**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000067410201	06/15/2020	06/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		1000636728201	06/15/2020	06/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			1000337637201	06/15/2020	06/15/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Village of Vernon Hills, its officials, agents, employees and volunteers are included as Additional Insureds with respects to General Liability on a Primary and Non-Contributory basis when required by written contract. General Liability includes Waiver of Subrogation in favor of additional insured when required by written contract. Umbrella follows form.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Vernon Hills Village Hall 290 Evergreen Drive Vernon Hills IL 60061	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the

same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Progressive  
P.O. Box 94739  
Cleveland, OH 44101

1-800-895-2886

**PROGRESSIVE**  
COMMERCIAL

**Policy number: 02187928-0**

Underwritten by:  
ARTISAN AND TRUCKERS CASUALTY CO  
June 16, 2020  
Page 1 of 2

## Certificate of Insurance

### Certificate Holder

VILLAGE OF VERNON HILLS  
290 EVERGREEN DRIVE  
VERNON HILLS, IL 60061

### Insured

TKG SWEEPING AND  
SERVICES LLC  
345 N LAKEWOOD AVE  
WAUKEGAN, IL 60085

### Agent/Surplus Lines Broker

PROG COMMERCIAL  
PO BOX 94739  
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 5, 2020

Policy Expiration Date: Jun 5, 2021

### Insurance coverage(s)

### Limits

BODILY INJURY/PROPERTY DAMAGE	\$2,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST BODILY INJURY	\$2,000,000 COMBINED SINGLE LIMIT
UNDERINSURED MOTORIST BODILY INJURY	\$2,000,000 COMBINED SINGLE LIMIT

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2007 STRG SC8 49HAADB1 7DX60599

Stated Amount \$40,000

COMPREHENSIVE  
COLLISION

\$500 DED  
\$500 DED

2004 FRHT F70 1FVABTAK44HM57079

Stated Amount \$40,000

COMPREHENSIVE  
COLLISION

\$500 DED  
\$500 DED

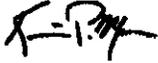
**Policy number: 02187928-0**

Page 2 of 2

**Certificate number**

16820NET928

**Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.**

A handwritten signature in black ink, appearing to be 'F. P. M.' with a stylized flourish at the end.

Form 5241 (10/02)

