

## TOWING & VEHICLE STORAGE CONTRACT

**Towing & Vehicle Storage Contract** (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Hillside Auto Body & Service, Inc. an [Illinois corporation] (hereinafter the “**Contractor**”) on this 1st day of September, 2024 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

### RECITALS

**WHEREAS**, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

**WHEREAS**, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

### **ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR**

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

### **ARTICLE II - CONTRACT DOCUMENTS**

The following exhibits are attached hereto and incorporated herein by this reference:

**Contract Exhibit A – Description of the Work**

**Contract Exhibit B – Schedule of Prices**

**Contract Exhibit C – Performance and Payment Bond**

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

### **ARTICLE III - CONTRACT AMOUNT**

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B (the “Schedule of Prices”)** Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

**Escalation.** Written requests for price revisions after the two year period shall be submitted at least sixty (60) calendar days in advance of the annual contract period. Requests must be based upon and include: (1) documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit, and (2) shall not exceed the CPI-All Urban Consumers Chicago, or 3 % whichever is less.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

### **ARTICLE IV – APPLICATION FOR PAYMENT**

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

### **ARTICLE V – CONTRACT TIME**

**Term.** The Village will enter into a two (2) year contract with two (2) possible two (2) year extensions from the date of award. At the end of any contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to sixty (60) calendar days for the purpose of securing a new contract.

**Termination of Contract.** The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

## **ARTICLE VI – PERFORMANCE and PAYMENT BOND**

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the “**Performance and Payment Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

## **ARTICLE VII – ACCIDENT PREVENTION**

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the **Police Chief** or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the **Police Chief** or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

## **ARTICLE VIII – INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

## **ARTICLE IX – INSURANCE**

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, 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 Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
  - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of 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, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general 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, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. 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*

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village 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 Certificates of Insurance and Additional Insured Endorsements.
  - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village 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.

F. 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.

G. Verification of Coverage

**Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein.** 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 Village reserves the right to request full certified copies of the insurance policies and endorsements.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

H. Subcontractors

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

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, 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 any work performed pursuant to the Contract.

## **ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE**

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance’s website.

## **ARTICLE XI – COPYRIGHTS AND LICENSES**

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “**Documents**”) or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys’ fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

## **ARTICLE XII – NOTICE**

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE:	Village of Buffalo Grove 50 Raupp Blvd Buffalo Grove, IL 60089 <a href="mailto:bjbudds@vbg.org">bjbudds@vbg.org</a> ATTN: Police Chief
WITH COPIES TO:	Cc: <a href="mailto:pbrankin@schainbanks.com">pbrankin@schainbanks.com</a> Cc: <a href="mailto:tcwisniewski@vbg.org">tcwisniewski@vbg.org</a>
IF TO THE CONTRACTOR:	Hillside Auto Body & Service, Inc. 120 W. University Drive Arlington Heights, IL 60004 <a href="mailto:cbalek@hillsidecompanies.com">cbalek@hillsidecompanies.com</a> ATTN: Colleen Balek and Mark Balek Copies to: <a href="mailto:mbalek@hillsidecompanies.com">mbalek@hillsidecompanies.com</a>

### **ARTICLE XIII – CHANGE ORDERS**

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

### **ARTICLE XIV – NOTICE OF STARTING WORK**

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

### **ARTICLE XV – SEQUENCE OF THE WORK**

The Police Chief shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

### **ARTICLE XVI – SUPERVISION**

The Police Chief shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Police Chief. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Police Chief, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

### **ARTICLE XVII – STANDARD OF WORK AND WORKERS**

The Contractor shall employ competent staff and shall discharge, at the request of the Police Chief, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

### **ARTICLE XVIII – CONDITIONS OF THE WORK SITE**

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Police Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Police Chief or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Police Chief or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Police Chief or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

## **ARTICLE XIX – WARRANTY PERIOD**

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Police Chief or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

## **ARTICLE XX – ACCIDENTS**

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Police Chief by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

## **ARTICLE XXI – NO ASSIGNMENT**

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Police Chief or his authorized representative.

## **ARTICLE XXII – DEFAULT**

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics', materialmens' or suppliers' lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.



### **ARTICLE XXIII – DELAYS**

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

### **ARTICLE XXIV – COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

**A. NO DISCRIMINATION** – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

**B. FREEDOM OF INFORMATION** - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

**C. ILLINOIS WORKERS ON PUBLIC WORKS ACT** - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

**D. NOT A BLOCKED PERSON** - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

**E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT** - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

**F. PREVAILING WAGE ACT** - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Contract and each subcontractor shall submit monthly with their application for payment a certified payroll along with a signed statement attesting that: (i) such payroll is true and accurate; (ii) the hourly rate paid to each worker is at least equal to the prevailing wage for such work; and (iii) the Contractor or subcontractor is aware that filing a falsely certified payroll is a Class B Misdemeanor. Any delay in processing the payments due to a lack of certified payroll shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business day's Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

Current rates can be located on the Illinois Department of Labor website.

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

#### **ARTICLE XXV – NO WAIVER OF RIGHTS**

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

#### **ARTICLE XXVI – CONTROLLING LAW AND VENUE**

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

#### **ARTICLE XXVII – MISCELLANEOUS**

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. COUNTERPARTS** – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

- D. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- E. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- I. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- J. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

**IN WITNESS WHEREOF**, the Parties hereto have caused the Contract to be executed as of the Effective Date.

**Village of Buffalo Grove,**  
an Illinois home-rule unit of government

**Company Hillside Auto Body & Service, Inc.**  
[An Illinois corporation company]

By:   
Name: Dane Bragg  
Title: Village Manager

By:   
Name: Mark Balek  
Title: Vice President

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

**[Insert Description of the Work]**

## DESCRIPTION OF THE WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

### A. GENERAL INSTRUCTIONS

#### 1. INTENT:

It is the intent of the Village of Buffalo Grove to establish a contract with a Bidder to provide Towing Services and Vehicle Storage for the Buffalo Grove Police Department for a two-year period.

#### 2. SCOPE:

To provide Towing Services, Vehicle Relocation and Vehicle Storage on an as required basis for vehicles as determined by the Village of Buffalo Grove Police Department, twenty-four hours a day, seven days a week. The Village of Buffalo Grove Police Department shall request service when required. Vehicles are to be towed to the towing company's storage area and shall be held until claimed by the vehicle owner. Towing and storage costs are the responsibility and obligation of the vehicle owner. All transactions shall be between the vehicle owner and the Contractor.

#### 3. INTERRUPTED SERVICE:

After an interruption caused by severe inclement weather or other disaster, the Contractor must be prepared to complete the work without unnecessary delays.

### B. RESPONSIBILITIES OF CONTRACTOR

#### 1. VEHICLES, EQUIPMENT AND SUPPLIES:

The Contractor shall provide sufficient tow trucks, equipment and supplies for the operation of the tow service to adequately handle the volume and variety of anticipated calls at the time of bid submission. The bidder must be equipped to provide towing service within the Village of Buffalo Grove and shall provide a minimum of four tow trucks fully equipped with a four ton or greater capacity winch, one of which shall have a twenty-five ton or greater capacity. One additional truck capable of carrying a full-size passenger vehicle on its bed shall be provided. The bidder must have tow trucks with a two-way radio system or mobile phones with 24-hour dispatching.

Contractor shall provide with the Bid documents and on an annual basis, a list of all vehicles and equipment to be used to complete the work described in the Bid documents.

## 2. STORAGE FACILITY:

The Contractor must provide a fenced, lighted storage area that must provide adequate security. This must include a monitoring system, or an electronic alarm monitoring system, with 24/7 monitoring and adequate security fencing. The Contractor should be responsible and is liable for the safekeeping of vehicles towed and for items left stored in the vehicles. Storage shall be sufficient to store 80 passenger cars or equivalent, including storage for motorcycles and light trucks.

The storage lot must be located not more than a maximum of five (5) miles outside of the geographical boundaries of the Village of Buffalo Grove. The Contractor must have a business office at the location of the storage facility suitable for conducting business with customers. Customer's records must be retained electronically or manually on-site in this office. The Contractor must have a telephone answering machine or voice mail, to receive customer phone calls when the business office is vacant and for calls received outside of normal business hours.

Bidder shall include location of lot(s) with their Bid.

## 3. PERSONNEL:

The Contractor shall staff their vehicle storage facility with qualified staff, during normal business hours for the purpose of vehicle release. The Contractor's drivers, office and dispatching staff must provide services in a polite and courteous manner and as a contractor for, and therefore a representative of the Village, the contractor and all contractor employees shall display appropriate courtesy and demeanor in any dealings with citizens and/or Village employees regarding the performance of this contract. The Contractor must accept responsibility for all damages incurred while moving vehicles.

The Contractor shall have available sufficiently trained and qualified personnel for the operation of the required tow trucks, office and dispatching staff. Photo ID's, and uniforms with the company logo will be provided for each employee.

The Contractor shall obtain criminal background checks, at its expense, on all personnel at the start of this Contract or upon employment, and at least once per year thereafter. The criminal background check is to include Federal, State and local including any location that the employee resided within the past five (5) years. The criminal background check shall be completed utilizing the employee's legal name, current and past address, date of birth, and Social Security Number. The Contractor shall provide documentation to the Village illustrating that the background checks have been successfully completed.

The Contractor shall inform the Village, by e mail, of any criminal convictions of any type for personnel within five (5) days of obtaining such information. Thirty (30) days prior to any Contract renewal, the Contractor shall provide verification of current background checks on all personnel assigned under this Contract. At the minimum, the submission shall include copies of the background check for each Contractor's employee assigned under this Contract with a current personnel list attached. Failure to provide this information may result in the Contract not being renewed.

The Contractor, at its expense, shall run an E-Verify search on each employee for employment eligibility verification. The Contractor shall provide documentation to the Village illustrating that the search has been successfully completed for each employee assigned under this perform work under this contract on demand.

3. PERSONNEL(cont.):

Contractor shall supply the Village with a current list of all background checked employees that will be assigned to perform work as part of this Contract prior to beginning work under this Contract. A copy of a driver's license shall be supplied for each employee. Each of these employees shall be adequately trained and have had criminal background checks and E-Verify search completed. If the Contractor uses employees not on the list, the Village will order that person(s) off the job site. Repeated use of employees not on the current list may be grounds for termination of the Contract.

The Village reserves the right to require immediate removal of any Contractor's personnel, if the Village determines that the individual is unfit for service for any reason, not contrary to law. This right is nonnegotiable, and the Contractor agrees to this condition by accepting this Contract.

4. VEHICLE RELEASE:

Normal business hours for the storage facility should be at a minimum 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8 a.m. to noon, Saturday excluding holidays. All vehicles shall be released according to Police Department policy. Contractor shall provide an answering machine or equivalent to receive messages from individuals revealing their intentions to claim a vehicle. Contractor shall accept all major credit cards for charges up to \$500.00.

a. The contractor shall maintain complete records and a system of releasing vehicles, which assures vehicles, are released only to the rightful owner or authorized person. All records involving towing at the request of the Village shall be open to the Village of Buffalo Grove Police Department for inspection during normal business hours or at such time as there is an existing dispute concerning the amount or validity of any towing or storage charges. Upon request, these tow receipts shall be tendered to the Police Department Staff Support Commander for the vehicles towed by the contractor for the Village. For every vehicle towed by the contractor for the Village, the contractor shall generate a tow receipt, which will include at a minimum, the following information:

1. Date and time towed.
2. Location towed from.
3. Vehicle description, including license plate number and state.
4. Tow driver's name.
5. Police case number.
6. Reason towed, i.e., accident, arrest, abandoned, or other.
7. Date and time released.
8. Total itemized charges.

4. VEHICLE RELEASE:(cont.)

- b. Vehicles which have been towed as a result of a traffic crash will be made available for viewing and or inspection by the owner of the vehicle, a designated representative of the owner, or the owner's insurance company.
- c. The owner of a vehicle, or a designated representative, will be allowed to inspect and remove personal belongings contained within the vehicle, but only those belongings that are not attached to the vehicle.
- d. Receipts for all tows made at the request of the Police Department must be kept separate and apart from other receipts and be made available immediately upon request of the Chief of Police or his designee.

5. AVAILABILITY and RESPONSE

The Contractor will ensure requests for service will be responded to promptly and with the appropriate equipment, at the requested location, within twenty (20) minutes from the time the call was placed in no less than 95% of all such calls. If the Contractor is unable to respond within the twenty (20) minutes from the time they are contacted, the police dispatcher shall be immediately notified by the Contractor. It is expected that response times will be less when personnel are on duty. Priority shall be given to police requests for tows. The vendor shall maintain two-way radio communication with a base located at the point where calls for service are received, not to include citizens band radio.

6. LICENSE

The Contractor selected shall possess a valid Illinois towing license and relocators license. The Contractor shall ensure that each piece of equipment specified for use to provide the services proposed is equipped and used in compliance with the provisions of Chapter 625 of the Illinois Compiled Statutes and all other licensing and regulatory requirements of the State of Illinois. The Vendor shall make each piece of equipment available for inspection at the request of the Village. All drivers employed by the Contractor shall be properly licensed to drive vehicles assigned to them.

7. VILLAGE VEHICLES

There will be no charge of any kind for providing towing service and / or service calls to disabled Village owned or leased vehicles, including vehicles with a Gross Vehicle Weight Rating (GVWR) of up to 65,000 lbs, within a 15-mile radius of the Village limits. Such calls may include, but are not limited to, the changing of flat tires and jumpstarting of stalled vehicles. Service for village owned vehicles are expected to be furnished on a twenty-four (24) hour a day basis. Tows in excess of 15 miles will be invoiced at the per mile rate listed as item 1. in the Schedule of Prices.



### C. ABANDONED VEHICLES and ADMINISTRATIVE TOW FEE PROGRAM VEHICLES

The Police Department may authorize the removal of abandoned or junk vehicles from public and private property. The Police Department will also impound vehicles pursuant to the administrative tow fee program. There will be no charge made to the Village for removing and storage of these vehicles. No Vehicles towed under the administrative tow program shall be released without proper authorization (see Appendix B.) from the Chief of Police or his designee. the Village reserves the right to update or modify Form A or use a similar web based form. The Contractor may, at the Village's discretion, recoup certain expenses at a later date by disposing of eligible vehicles, pursuant to Section 4-201 through 4-214 of the Illinois Vehicle Code (625 ILCS 5/4-201 through 4- 214) and the applicable provisions of the Village of Buffalo Grove Municipal Code, provided however, that the Contractor shall have first mailed all notices required there-under by Certified Mail, Return Receipt Requested and forwarded copies of these notices to the Police Department. If the Village chooses to dispose of the Vehicles the contractor may be compensated for the initial cost of the tow with no compensation for storage fees.

On the first business day of each month the towing company will submit an electronic report of all activities performed with the Village of Buffalo Grove Police Department for all vehicles that were authorized to be towed by the Village of Buffalo Grove Police Department, giving the number and status of vehicles in custody or control, the respective Police Department complaint number, and any other information which may be required by the Chief of Police. The Police Department will conduct a Secretary of State (SOS) search, tow report and final review of all paper work that is relevant to the disposal of eligible vehicles. Written approval must be received from the Police Department before any vehicle is disposed of. The Contractor will be responsible for other functions related to the process of re-titling any such vehicle. Abandoned vehicles shall be picked up during normal business hours, seven days a week, unless vehicle is a hazard; in such case, response time shall be as detailed in Section 5 Availability and Response

Vehicles towed in accordance with the administrative tow program will be released without charge if ordered by the Tow Administrator or his designee, based on an Administrative Hearing.

### D. EVIDENCE IMPOUNDS

A vehicle that is towed at the request of the Village, and is required by the Village either on the date of the tow or at any time thereafter, to be held as evidence shall be identified as an Evidence Tow. Such Evidence Tow will cease to accrue storage fees otherwise required under this agreement after the first ten (10) days following the date of the tow. Any Evidence Tow held in excess of thirty (30) days shall be subject to a \$100.00 extended hold fee in addition to the customary towing charge. Upon notification by the Village to the owner of the vehicle and to the Contractor that the vehicle is no longer an Evidence Tow and is eligible for release, the storage fees otherwise applicable in these specifications shall commence to accrue 24 hours after said notifications. The vehicle may then be claimed by the owner or be subject to disposal as otherwise provided in these specifications.

#### E. INVESTIGATIVE TOWS

Vehicles towed at the request of the Police Department based on a need to recover evidence or conduct further investigation shall be considered an investigative tow and as such will not be subject to a towing or storage charge. The vehicle may be released directly to the owner at the discretion of the supervisor in charge of the investigation. The contractor shall be notified when a vehicle is an investigative tow.

#### F. VEHICLE IMMOBILIZATION

The contractor shall provide vehicle immobilization services upon request following the availability and response times outlined within this agreement. The Police Department shall provide the vehicle immobilization devices, and the contractor agrees to train employees following the recommended placement and removal instructions and guidelines set by the manufacturer. The noted contractor rates for service are a onetime fee per vehicle and shall include the placement and subsequent removal of the immobilization device. The vehicle immobilization fee shall be invoiced to the Village. Upon request, the contractor shall also provide for the towing and impounding of any vehicles immobilized.

The noted contractor rates for a vehicle towing along with storage rates will apply. There will be no charge made to the Village for the removing and storage of immobilized vehicles. The contractor, may at the Village's discretion, recoup certain expenses at a later date by disposing of eligible vehicles, pursuant to 625 ILCS 5/4-201 through 4-214 of the Illinois Vehicle Code and any applicable provisions of the Buffalo Grove Municipal Code. If the Village chooses to dispose of the vehicles the contractor may be compensated for the initial cost of the tow with no compensation for impoundment or storage fees.

#### G. ASSET SEIZURE:

Some property towed at the request of the Police Department shall be for the purposes of an asset seizure and shall be considered a seizure tow and as such will not be subject to a towing or storage charge. The contractor shall store the property for up to one (1) year and provide the amount of space listed in the Schedule of Prices to the Village at no cost. The vehicle will be released directly to the Police Department.

#### H. TRIAL PERIOD:

In the event the successful Bidder has not in the past performed towing services for the Village, a purchase order will be issued for a trial period of six (6) to twelve (12) weeks prior to the award of the contract in order for the Village of Buffalo Grove to evaluate their services.

#### I. HISTORY:

Total number of tows performed for The Village of Buffalo Grove, during the period of 01/01/2023 to 12/31/2023 was approximately 453.

Total number of asset seizures for The Village of Buffalo Grove, for the past three years has averaged between 5 and 10 vehicles.

This data is provided for informational purposes only. The Village does not guarantee the contractor will experience any specific number of tows during the term of this contract.



# Buffalo Grove Police Department

## Vehicle Seizure Payment

### Appendix G



Date/Time of Seizure: \_\_\_\_\_ Report Number: \_\_\_\_\_ LEADS#: \_\_\_\_\_

Removed By CDC Operator#: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ 2-door  4-door

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_ Month/Year: \_\_\_\_\_ VIN: \_\_\_\_\_

Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**CONDUCT PROHIBITED – BG 10.20.020**

I understand that the above described vehicle has been seized by the Buffalo Grove Police Department for its alleged use in the violation of:

- \_\_\_\_\_ Driving while a driver's license, permit, or privilege to operate a motor vehicle is suspended or revoked pursuant to Section BG-6-303 of the Buffalo Grove Municipal Code or Section 6-303 of Illinois Vehicle Code (625 ILCS 5/6-303); except that vehicles shall not be subjected to seizure or impoundment if the suspension is for Section 6-306.5 ( 625 ILCS 5/6-303 ( a-7) a failure to pay fine for emissions, standing, parking, compliance, automated speed enforcement system, or automated traffic law violations or 7-702 failure to comply with order to pay support or comply with visitation order. Persons suspended for one of the above reasons will be issued a traffic citation for driving while suspended. No actual physical arrest will occur nor will an arrest report be needed. Officers when reviewing a 10-27 response / or drivers abstract will notice the following for Unpaid Parking Tickets action type 07 or 72 on the abstract, Red Light 03 Discretionary Suspension, Child Support action type 51 and action type FR on abstract.; or
- \_\_\_\_\_ Operation or use of a motor vehicle with no valid driver's license, permit, or expired driver's license greater than one year in violation of Section BG-6-101 of the Buffalo Grove Municipal Code or Section 6-101 of the Illinois Vehicle Code (625 ILCS 5/6-101), or operating a motor vehicle without ever having been issued a driver's license or permit due to a person's age; or
- \_\_\_\_\_ Driving under the influence of alcohol, another drug or drugs, an intoxicating compound or compounds. or any combination thereof, in violation of Section BG-11-50 1 of the Buffalo Grove Municipal Code or Section J 1-501 of the Illinois Vehicle Code C625 ILCS 5/11-501); or
- \_\_\_\_\_ Operation or use of a motor vehicle in the commission of, or in the attempt to commit. a felony or in violation of the Illinois Cannabis Control Act (720 ILCS 55011 et seq.); or
- \_\_\_\_\_ Operation or use of a motor vehicle in the commission of. or in the attempt to commit an offense in violation of the Illinois Controlled Substances Act (720 ILCS5701100 et seq.); or
- \_\_\_\_\_ Operation or use of a motor vehicle in the commission at or in the attempt to commit, an offense for which a motor vehicle may be seized and forfeited pursuant to Section 36-1 of the Illinois Criminal Code 0[2012 (720 ILCS 5/36-1); or
- \_\_\_\_\_ Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Section 24-1,24-1.5, or 24-3 .1 of the Illinois Criminal Code of 1961 or the Illinois Criminal Code 0[2012 (720 ILCS 5/24-1 (Unlawful Use of a Weapon); 24-1.5 (Reckless Discharge of a Weapon), 24-3.1 (Unlawful Possession of Firearms & Ammunition); or

\_\_\_ Operation or use of a motor vehicle while soliciting, possessing, or attempting to solicit or possess cannabis or a controlled substance, as defined by the Illinois Cannabis Control Act (720 ILCS 55011 et seq.) or the Illinois Controlled Substances Act (720 ILCS 57011 00 et seq.); or

\_\_\_ Operation or use of a motor vehicle by a person against whom a warrant has been issued by a circuit clerk in Illinois for failing to answer charges that the driver violated Section 6-101, 6-303, or 11-501 of the Illinois Vehicle Code (720 ILCS 5/6-101, 6-303, or 11-501); or

\_\_\_ Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Article 16 (Theft) or 16A (Retail Theft) of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of 2012 (720 ILCS 5/16 or 16A); or

\_\_\_ Operation or use of a motor vehicle in the commission of, or in the attempt to commit, any other misdemeanor or felony offense in violation of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of 2012 (720 ILCS 5/1-1 et seq.)

\_\_\_ Any person in violation of 625 ILCS 5/6-303 who is also in violation of Section 7-601 relating to mandatory insurance requirements, shall have his or her motor vehicle immediately impounded by the arresting law enforcement officer. This will apply regardless if there is another licensed driver on the scene or not.

ADMINISTRATIVE FEES – BG 10.20.040

The registered owner of record of a properly impounded vehicle, or the agents(s) of said owner, shall be liable to the Village for an administrative fee of \$500.00. The administrative fee is in addition to any towing and storage fees charged for the towing and storage of the impounded vehicle.

ACKNOWLEDGEMENT

I understand that as the owner of record of the listed vehicle used for the above described prohibited conduct, I am civilly liable to the Village of Buffalo Grove for an administrative penalty of \$500.00. It is also understood that I am liable to the towing agent for all towing fees.

\_\_\_ I forfeit to the Village of Buffalo Grove \$500.00 as the administrative civil penalty to cover associated costs for the violation indicated above. I voluntarily waive my rights to a probable cause hearing and final administrative hearing.

\_\_\_ I am posting a \$500.00 fee and requesting an administrative hearing. I understand that the hearing will be held during normal business hours no later than 45 days after the date of mailing of notice of hearing.

\_\_\_ I am requesting an administrative hearing and I am not posting the required \$500.00 fee. I understand that the vehicle will continue to be impounded and shall incur storage fees until the \$500.00 fee is posted in full or a hearing is held and I am found not liable. I understand the hearing will be held during normal business hours no later than 45 days after the date of mailing of notice of hearing.

The civil penalty or posting of the \$500.00 fee should in no way be considered an admission of guilt to any of the charges that have been placed against me.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

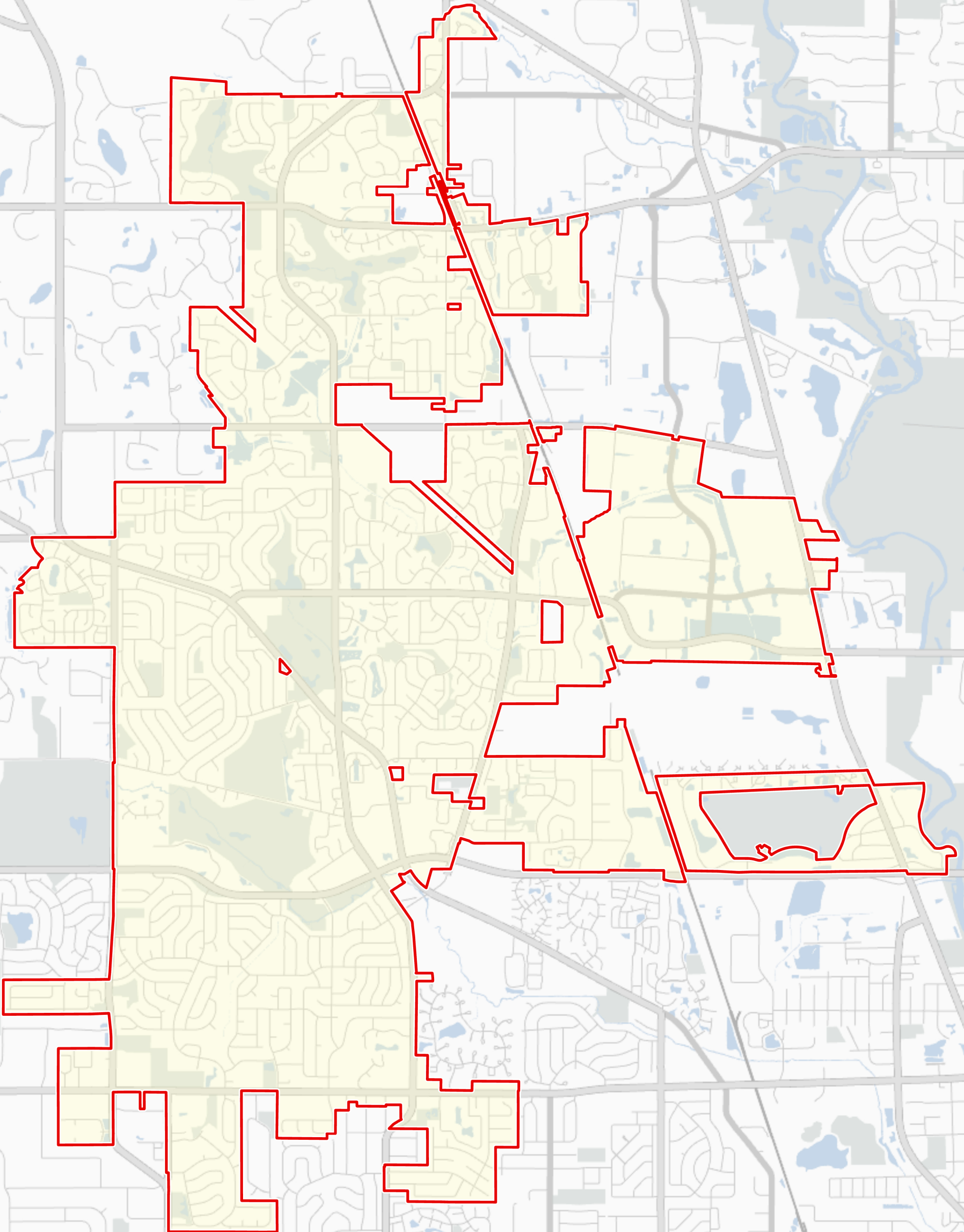
(check one) Cash \_\_\_\_\_ Certified Check \_\_\_\_\_ Money Order \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Officer Signature: \_\_\_\_\_ Badge Number: \_\_\_\_\_



# Village of Buffalo Grove Municipal Boundary



0.5 0.25 0 0.5 Miles

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

**[Insert Schedule of Prices]**

**EXHIBIT B - SCHEDULE OF PRICES (cont.)**

<b>Item No.</b>	<b>Item Description</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Estimated Quantity Annually</b>	<b>Extended Cost</b>
a	Towing of passenger vehicle, motorcycle, or trucks with GVWR not more than 8,000 lbs., within 10 miles of the Village.	each	\$ 115.00	453	\$ 52,095.00
b	Winching charge (fee for winching only not including tow)	per foot	\$ 1.00	68	\$ 68.00
c	Towing of trucks with GVWR from 8001 lbs. To 12,000lbs.within 10 miles of the Village.	each	\$ 140.00	5	\$ 700.00
d	Towing of trucks with GVWR from 12,001 lbs. To 36,000lbs.within 10 miles of the Village.	each	\$ 165.00	5	\$ 825.00
e	Towing of trucks with GVWR from 36,001 lbs. To 55,000lbs.within 10 miles of the Village.	each	\$ 175.00	3	\$ 525.00
f	Towing of trucks with GVWR in excess of 55,000lbs.within 10 miles of the Village.	each	\$ 250.00	1	\$ 250.00
g	Vehicle Storage Motorcycles	per 24 hr	\$ 15.00	10	\$ 150.00
h	Vehicle Storage Passenger cars and light trucks	per 24 hr	\$ 30.00	136	\$ 4,080.00
i	Vehicle Storage Trucks +8000 - 40,000 lbs	per 24 hr	\$ 40.00	10	\$ 400.00
j	Vehicle Storage Trucks 40,001 - 80,000 lbs	per 24 hr	\$50.00	10	\$ 500.00
k	Per mile rate for vehicles towed at owner's request to a place other than Contractor's place of business.	per mile	\$2.00	20	\$ 40.00
l	Up righting of of passenger vehicle or truck with GVWR not more than 8,000 lbs	each	\$ 40.00	5	\$ 200.00
m	Up righting of an overturned vehicle - over 8,000 GVWR to 12,000 GVWR - uncontained load	per hour	\$ 50.00	2	\$ 100.00
n	Up righting of an overturned vehicle - over 8,000 GVWR to 12,000 GVWR - contained load	per hour	\$ 65.00	1	\$ 65.00
o	Up righting of an overturned vehicle - from 12,001 - 36,000 lbs - uncontained load	per hour	\$ 65.00	1	\$ 65.00
p	Up righting of an overturned vehicle - from 12,001 - 36,000 lbs - contained load	per hour	\$ 75.00	1	\$ 75.00
q	Up righting of an overturned vehicle - from 36,001 - 55,000 GVWR - uncontained load	per hour	\$ 85.00	1	\$ 85.00
r	Up righting of an overturned vehicle - from 36,001 - 55,000 GVWR - contained load	per hour	\$ 95.00	1	\$ 95.00
s	Up righting of an overturned vehicle - in excess of 55,000 GVWR - uncontained load	per hour	\$ 200.00	1	\$ 200.00
t	Up righting of an overturned vehicle - in excess of 55,000 GVWR - contained load	per hour	\$200.00	1	\$ 200.00
u	Road Service: out of gas, jump start. No Tow Required.	each	\$ 75.00	5	\$ 375.00
v	Vehicle Immobilization	each	\$ 75.00	1	\$ 75.00
<b>Total Cost</b>					<b>\$ 61,168.00</b>

## EXHIBIT B - SCHEDULE OF PRICES (cont.)

Do you agree with the Escalation clause in Article III of the Contract ? Yes (Yes/No)

If the response to the above is **No**, then please complete the unit price adjustment percentage below

Contract extension #1, **September 1, 2026- August 31, 2028** unit prices shall be adjusted by \_\_\_\_\_% (percent)

Contract extension #2, **September 1, 2028- August 31, 2030** unit prices shall be adjusted by \_\_\_\_\_% (percent)

**Asset Seizure Storage Space.** The contractor agrees to provide 2000\* square feet of storage space to the Village at no cost for purposes of asset seizure property storage.

\*Hillside has two additional secure, fenced in facilities and can provide any additional space required by the Village (ability to securely store up to 700 vehicles). Hillside can also provide inside storage for investigation or seizure vehicles.

**Detachable Low Boy.** Are you capable of providing detachable lowboy trailer service? Yes Yes/No

If yes, please attach to your bid, your equipment specifications

Please see attached for full list of equipment. Hillside owns the following lowboys and trailers:

- (1) Traileze 3 Axle 53 Foot Detachable Lowboy Trailer with winch capacity to haul fully loaded 100 ft. tower truck up to 40 tons;
- (2) Talbert 55 Ton High Beam - 3 Axle with Detachable Lowboy 4th Axle- 53 Foot can extend to 60 Feet, winch, capacity to haul 150,000 lbs 4th Axle.
- (3) Landoll Sliding Axle Trailer, 2 Axle, 53 Foot Trailer, can haul up to 35 tons
- (4) Traileze Sliding Axle 53 foot, 55 Ton with winch.



**EXHIBIT B - SCHEDULE OF PRICES (cont.)**

SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1. None.	
2.	
3.	
4.	

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) \_\_\_\_\_ (list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

07/16/24  
Date

847-253-0183  
Phone

Hillside Auto Body & Service, Inc.  
Legal Entity

cbalek@hillsidecompanies.com  
E-mail

  
(Sign here)

Mark Balek  
(Print Name)



Hillside Auto Body & Service, Inc.  
120 W. University Drive, Arlington Heights, Illinois 60004  
Phone: 847-253-0183 Fax: 847-253-1658  
mbalek@hillsidecompanies.com  
cbalek@hillsidecompanies.com

## **Equipment:**

2007 Ford Wrecker (Conventional Wheel Lift)  
2008 Freightliner M2 Flatbed  
2008 Freightliner M2 Flatbed  
2008 Freightliner M2 Flatbed  
2008 Dodge Flatbed  
2011 Ford F550 Wrecker Wheel Lift (Claw/Wheel Lift)  
2010 Peterbilt Flatbed  
2016 Ford Flatbed  
2017 Ram Wrecker (Claw/Wheel Lift)  
2018 Ford Flatbed  
2020 Ford Wrecker (Claw/Wheel Lift)  
2021 Peterbilt NRC Flatbed  
2023 Freightliner Extended Cab Flatbed

2013 Chevrolet Express Service Truck  
2016 Ford F550 Service Truck

2007 International 35 Ton Wrecker  
2007 Peterbilt 20 Ton Wrecker  
2011 Kenworth T880 50 Ton Wrecker  
2012 Peterbilt 50 Ton Wrecker  
2015 Kenworth T880 Heavy Duty Flatbed  
2018 Peterbilt 35 Ton Wrecker  
2017 Kenworth T880 NRC 70 Ton Rotator  
2022 Kenworth T880 NRC 80 Ton Rotator

2005 Kenworth Tractor  
2011 Kenworth Tractor  
2011 Mack Tractor  
2017 Kenworth Tractor  
2018 Peterbilt 367 Tractor

1996 Hilbilt Dump Trailer  
1996 Hilbilt Dump Trailer  
2011 Traileze Lowboy Trailer  
2013 Landoll Trailer  
2015 Talbert Trailer  
2019 Traileze Trailer

Airbag Recovery System  
JCB Telehandler Machine  
JCB Telehandler Machine  
JCB Loader  
Forklift