

## **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. (hereinafter the “**Contractor**”) on this 1st day of September, 2018 (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 first 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 2.5 % 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**

**A. LIMITS OF INSURANCE** – For the entire duration of this Contract, Contractor shall maintain insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the Work as follows:

1. **Commercial General Liability Insurance** – The Contractor shall maintain commercial general liability insurance on an “occurrence basis” with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the followings: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Board Form General Liability Extensions or Equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions; and (F) Per contract aggregate. All general liability coverage shall be provided on an occurrence policy form, claims-made general liability policies will not be accepted.
2. **Motor Vehicle Liability Insurance** – The Contractor shall maintain motor vehicle liability insurance with limits of liability of not less than \$3,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
3. **Workers Compensation** – The Contractor shall maintain workers compensation insurance as required by the Labor Code up to the statutory limits and employer’s liability limits of \$500,000 per accident.

**B. REQUIREMENTS FOR ALL INSURANCE** – All insurance required under this Article IX shall be placed with an insurance carrier licensed and admitted to do business in the State of Illinois with an A.M. Best Ratings of at least A- and size of VII. Further, all insurance required under this Article IX shall name the Buffalo Grove Park District, the Village of Buffalo Grove, its elected and appointed officials, agents, employees and volunteers as an additional insured and shall contain a Severability of Interests/Cross Liability clause stating that the Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

**C. SELF INSURANCE DEDUCTIBLES** - 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. PRIMARY COVERAGE AND NO CONTRIBUTION** – All insurance provided by the Contractor under this Article IX shall be primary insurance with respect to any other insurance or self-insurance afforded to the Village. 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. 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.

**E. INDEMNIFICATION AND KOTECKI CAP WAIVER** – To the fullest extent permitted by law the Contractor shall indemnify, defend and hold the Village, and its elected and appointed officers, directors, members, employees, agents, and representatives, harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, arising out of the acts, omission or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable. The Contractor shall have no duty to indemnify the Village hereunder against claims arising as a result of the Village's sole negligence. To the maximum extent permitted by law, in claims against any person or entity indemnified under this section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligations under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

**F. INSURANCE OF SUBCONTRACTORS** – The Village reserves the right to require all major subcontractors, as determined by the Village in its sole discretion, to carry the same insurance outlined in this Article IX. All contracts with any subcontractor must include a provision that the subcontractor waive its Kotecki Cap limits.

**G. CANCELLATION CLAUSE WITHIN INSURANCE** – All insurance required under this Article IX will provide that the Village receive at least thirty (30) calendar days notice prior to any modification, cancellation, suspension or expiration of the policy.

**H. CERTIFICATES OF INSURANCE** – The Contractor, and any applicable subcontractor, must provide to the Village certificates of insurance providing for all the insurance required by this Article IX *prior* to the Contractor, and any applicable subcontractor, performing any of the Work. Notwithstanding, the Village reserves the right to request fully certified copies of all insurance policies and endorsements. 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 or CG 2026.

**I. RETENTION OF PAYMENTS** – The Contractor and the Village agree that the Village may withhold payments due to the Contractor by virtue of this Contract if, in the Village's sole discretion, such amounts are necessary to protect the Village from any loss from any claim, suit, loss, or judgment until such claim, suit, loss, or judgment has been settled or discharged to the satisfaction of the Village.

## 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 or 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:scasstevens@vbg.org">scasstevens@vbg.org</a> ATTN: Police Chief
WITH COPIES TO:	Cc:dbragg@vbg.org Cc:brobenson@vbg.org
IF TO THE CONTRACTOR:	<a href="#">Hillside Auto Body &amp; Service, Inc.</a> <a href="#">120 W. University Drive</a> <a href="#">Arlington Heights, IL 60004</a> <a href="mailto:cbalek@hillsidetowing.net">cbalek@hillsidetowing.net</a> ATTN: <a href="#">Colleen Balek/Mark Balek</a>  cc. <a href="mailto:markb@hillsidetowing.net">markb@hillsidetowing.net</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 superintendant 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 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.*

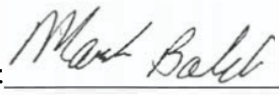
**J. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a 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

**Hillside Auto Body & Service, Inc.**

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 one 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.

Background checks will be required for all staff that perform work on this project. The Contractor will coordinate background checks. Results will be submitted to the Village for record. Photo ID's, and uniforms with company logo will be provided for each employee. No personnel will be able to perform work without first completing the aforementioned security process.

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.

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 four (4) to six (6) 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 01/01/2017 to 12/31/2017 was approximately 710.

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.

APPENDIX A – VEHICLE SEIZURE BOND PAYMENT



# Buffalo Grove Police Department Vehicle Seizure Bond Payment



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

Cancelled By CDC Operator#: \_\_\_\_\_ Location: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

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

Name: \_\_\_\_\_

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 an unpaid citation (parking or moving) or due to failure to comply with emission testing; 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 1of 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 ILC 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 of2012 (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 of2012 (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 of2012 (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 of2012 (720 ILCS 5/1-1 et seq.)

**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 bond of \$500.00 and requesting an administrative hearing. I understand that the hearing will be held 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 bond of \$500.00. I understand that the vehicle will continue to be impounded and shall incur storage fees until the bond 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 bond should in no way be considered as 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: \_\_\_\_\_

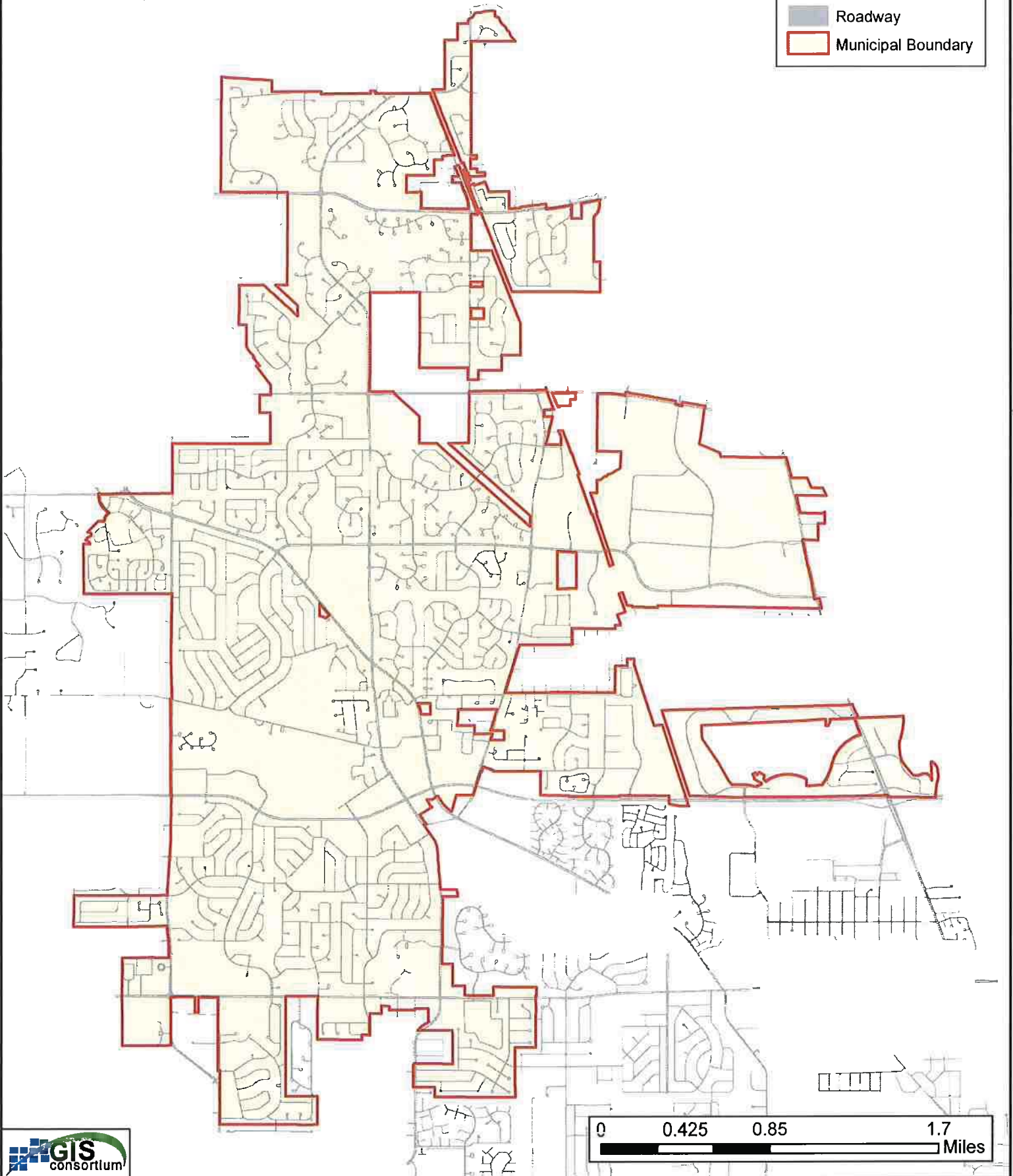


# Village of Buffalo Grove Municipal Boundary



Legend:

- Roadway
- Municipal Boundary





Finance Department  
Fifty Raupp Blvd.  
Buffalo Grove, IL 60089-2198  
Phone 847-459-2525  
Fax 847-459-7906

Towing & Vehicle Storage  
ADDENDUM #1

---

**TO:** Prospective Bidders and Other Interested Parties

**FROM:** Village of Buffalo Grove Finance Department

**ISSUE DATE:** May 8, 2018

**SUBJECT:** ADDENDUM #1

**Note:** This Addendum is hereby declared a part of the original proposal documents and in case of conflict, the provisions in the following Addendum shall govern.

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The following changes and clarifications shall be made to the Bid Documents for the Towing & Vehicle Storage services. (VoBG-2018-12)

**Q1:** Can a Contractor have more than one storage facility?

**A1:** Yes, however all storage facilities to be used as part of this project must comply with the specifications detailed in Description of the Work, section B.2. STORAGE FACILITY and the contractor must supply the address of each storage facility with their bid.

PROSPECTIVE BIDDERS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1. INCLUDE AND NOTE THIS ADDENDUM IN YOUR PROPOSAL.

PROSPECTIVE BIDDER: Hillside Auto Body & Service, Inc.

SIGNED: *Mark Ball* DATE: 05/21/18





Hillside Auto Body & Service, Inc.  
 Hillside Transportation, L.L.C.  
 200 E. Palatine Road, Arlington Heights, Illinois 60004  
 120 W. University Drive, Arlington Heights, Illinois 60004  
 25 E. University Drive, Arlington Heights, Illinois 60004  
 Phone: 847-253-0183 Fax: 847-253-1658  
 markb@hillside towing.net  
 cbalek@hillside towing.net

**VEHICLES, EQUIPMENT AND SUPPLIES (SECTION B.1)**

<b>Year</b>	<b>Make and Model</b>
2017	Kenworth T800 85 Ton NRC Rotator – 5 Winches, 5 Axles, Crane extends 55 Feet
2014	Kenworth T800 70 Ton NRC Rotator – 4 Winches, 4 Axles, Crane extends 44 Feet
2012	Peterbilt 50 Ton Wrecker
2007	International 50 Ton Wrecker
1989	Peterbilt 50 Ton Wrecker
2001	Peterbilt 378 35 Ton Wrecker
2007	Peterbilt 16 Ton Wrecker
2011	Traileze TE80DGBUS 40 Ton Detachable Low Boy
2015	Talbert High Beam 55 Ton Detachable Low Boy
2000	National Sliding Axle 35 Ton Trailer
2003	GMC Service Truck
2017	Dodge Ram Claw Tow Truck
2011	Ford F550 Claw Tow Truck
2007	Ford F550 Claw Tow Truck
2005	Ford F550 Tow Truck
2001	Chevrolet 3500 Claw Tow Truck
2016	Ford F550 Flatbed
2010	Peterbilt Flatbed
2008	Dodge 5500 Flatbed
2008	Freightliner M2106 Flatbed
2008	Freightliner M2106 Flatbed
2008	Freightliner M2106 Flatbed
2007	GMC Flatbed
2005	Sterling Flatbed
2004	Ford F650 Flatbed
2011	Kenworth T800 Tractor
2005	Kenworth Tractor
2001	Mack Tractor
1999	Peterbilt 378 Tractor
1998	Mack Tractor
	6- Tandem Axel Dump Trailers
	2- Refrigerated Trailers
	2- Air Cushion Complete set 12 low pressure air bags, 4 high pressure air bags, and air lift cushions
	3- Sets of Light Duty Dollies
	2- Sets of Tandem Axle Dollies
	Toyota Forklift
	2- JCB Loaders with forks and 3-yard buckets
	New Holland Loader with forks and 1-1/2-yard bucket
	Case 1845 Bobcat with forks and 1-1/2 yard bucket



Hillside Auto Body & Service, Inc.  
Hillside Transportation, L.L.C.  
200 E. Palatine Road, Arlington Heights, Illinois 60004  
120 W. University Drive, Arlington Heights, Illinois 60004  
25 E. University Drive, Arlington Heights, Illinois 60004  
Phone: 847-253-0183 Fax: 847-253-1658  
markb@hillside towing.net  
cbalek@hillside towing.net

## **STORAGE FACILITIES (SECTION B.2) AND ADDENDUM #1**

### **Primary Location:**

120 W. University Drive, Arlington Heights, Illinois 60004

### **Secondary Locations:**

200 E. Palatine Road, Arlington Heights, Illinois 60004 (through 12/31/18)

25 E. University Drive, Arlington Heights, Illinois 60004

## **ASSET SEIZURE VEHICLE STORAGE**

Asset Seizure Vehicles will be stored at 120 W. University Drive, Arlington Heights, Illinois 60004.



Hillside Auto Body & Service, Inc.  
Hillside Transportation, L.L.C.  
200 E. Palatine Road, Arlington Heights, Illinois 60004  
120 W. University Drive, Arlington Heights, Illinois 60004  
25 E. University Drive, Arlington Heights, Illinois 60004  
Phone: 847-253-0183 Fax: 847-253-1658  
markb@hillside towing.net  
cbalek@hillside towing.net

**PERSONNEL (SECTION B.3)**

**Drivers:**

<b>Name</b>	<b>Classification</b>	<b>Training</b>
Kurt Aspen	CDL A	IDOT TIM Course
James Balek, Jr. (President)	CDL A	IDOT TIM Course
Mark Balek (Vice President)	CDL A	IDOT TIM Course
James Constante	D	IDOT TIM Course
Carl Davis	D	IDOT TIM Course
Thomas Hill	D	IDOT TIM Course
Adrian Laboy	CDL A	IDOT TIM Course
Collin Kleeburg	D	IDOT TIM Course
Steven Nash	CDL A	IDOT TIM Course
James Randall, Jr.	D	IDOT TIM Course
Pat Smith	CDL A	IDOT TIM Course
David Vite	D	IDOT TIM Course

**Office Staff:**

<b>Name</b>	<b>Title</b>
Jill Balek	Operations and Office Manager
Colleen Balek	General Counsel
Patti Bane	Secretary
Estella Santos	Secretary

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION DIVISION  
SAFETY RELOCATOR REGISTRATION**

**ILCC 143511 STV  
Hillside Transportation, L.L.C.  
no dba**

Pursuant to the provisions of the Illinois Commercial Transportation Law (625 ILCS 5/18d-101 et seq.), the above-named carrier is hereby issued a Commercial Vehicle Safety Relocator Registration conveying with it the privilege of operating as a commercial vehicle safety relocator.

The privilege conveyed by this registration is conditioned upon compliance with any terms stated herein, as well as upon compliance with applicable provisions of the Law and regulations or orders adopted there under, as the same now exist or may hereafter be adopted or amended. Failure to do so may result in imposition of criminal and civil sanctions, as well as suspension or revocation of the registration.

A copy of this registration and the registration addendum must be carried in each vehicle engaged in safety relocation towing under authority of this registration. Vehicles authorized to be used for safety relocation towing are listed in the attached Registration Addendum.

The holder of this registration must be identified on the sides of the cab or power unit of each vehicle by name and registration number as they appear on this document.

Issue Date: 08/02/2017  
Expiration Date: 07/31/2018

Director of Processing  
Transportation Division



HILLAUT-01

KCORBIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/18/2018

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).

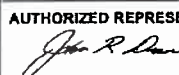
<b>PRODUCER</b> The Daniel and Henry Co. 150 S. Wacker Drive Suite 1625 Chicago, IL 60606	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (312) 332-1904	FAX (A/C, No): (312) 332-0203	
	<b>E-MAIL ADDRESS:</b> corbink@danielandhenry.com		
<b>INSURED</b> Hillside Auto Body & Service Inc. Hillside Transportation LLC 200 E Palatine Rd Arlington Heights, IL 60004	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Western National Mutual		15377
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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:			CPP1073854	05/25/2018	05/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1071341	05/25/2018	05/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ ON HOOK \$ 500,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB1019520	05/25/2018	05/25/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCV1009261	05/25/2018	05/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Motor Truck Cargo			CPP1073856	05/25/2018	05/25/2019	per occurrence 500,000
A	MCS90			CPP1071341	05/25/2018	05/25/2019	per occurrence 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Village of Buffalo Grove is listed as additional insured under general liability per written contract.

<b>CERTIFICATE HOLDER</b>  Village of Buffalo Grove 50 Raupp Blvd. Buffalo Grove, IL 60089	<b>CANCELLATION</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.  AUTHORIZED REPRESENTATIVE 
--	---



**Legal Name:** Western National Mutual Insurance Company  
**Company Type:** P&C Foreign Mutual  
**Domicile:** Edina, Minnesota  
**Parent Company:**  
**Status:** Active  
**FEIN:** 41-0430825  
**NAIC Code:** 309 15377  
**Incorporated Date:** 5/6/1915

**Addresses**

<b>Administrative Mailing</b>	<b>Corporate Home</b>
PO Box 1463 Minneapolis, MN 55440 1463	Edina Corporate Center 4700 West 77th Street Edina, MN 54435 4818

**Phone Numbers**

<b>Business</b>
(952) 835-5350

[<< Back to Search Results](#)

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

**[Insert Schedule of Prices]**

### EXHIBIT B - SCHEDULE OF PRICES

Name of Bidder:

Hillside Auto Body & Service, Inc.

Address of Bidder:

120 W. University Drive

City Arlington Heights State IL Zip 60004

Telephone 847-253-0183

Email Address: cbalek@hillside towing.net; markb@hillside towing.net

The Bidder declares, represents and warrants that it has read and agrees to abide by the terms, conditions and obligations set forth in the Invitation to Bid. In particular, the Bidder declares, represents and warrants that it has informed itself of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the conditions of the ground, and building codes. Bidder waives any right to additional compensation for failure to make itself aware of the afore-mentioned conditions.

Bidder further declares that if their Bid Proposal is accepted, that Bidder will enter into the Contract in the same form as set forth in the Bid and Contract Documents. However, Bidder may request changes to the Contract by submitting with this Schedule of Prices a list of requested changes to the Contract.

If this bid is accepted, and the undersigned fails to (i) contract as aforesaid, (ii) provide the Performance Bond required by the Contract, and (iii) provide all insurance required under the Contract within fifteen (15) calendar days after the date of the award of the Contract then the Village, at its option, may determine that the bidder has abandoned this Bid, and thereupon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

#### BID SECURITY

Accompanying this Bid is a Cashier's Check

in the amount of Ten thousand Four hundred Fifteen Dollars

(\$ 10,415.00)

Note: (a) Insert the words "Bank Draft", "Cashier's Check", "Certified Check" or "Bid Bond", as the case may be.

(b) Amount must be equal to at least ten percent (10%) of the Total Base Bid.



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

Item No.	Item Description	Units	Unit Cost	Estimated Quantity	Extended Cost
a	Towing of passenger vehicle, motorcycle, or trucks with GVWR not more than 8,000 lbs., within 10 miles of the Village.	each	125.00	650	81,250.00
b	Required flatbed tow of passenger vehicle, motorcycle, or trucks with GVWR not more than 8,000 lbs., within 10 miles of the Village.(in lieu of standard tow fee, not added to)	each	135.00	100	13,500.00
c	Winching charge (fee for winching only not including tow)	per foot	2.00	50	100.00
d	Towing of trucks with GVWR from 8001 lbs. To 12,000lbs.within 10 miles of the Village.	each	150.00	5	750.00
e	Towing of trucks with GVWR from 12,001 lbs. To 36,000lbs.within 10 miles of the Village.	each	200.00	5	1,000.00
f	Towing of trucks with GVWR from 36,001 lbs. To 55,000lbs.within 10 miles of the Village.	each	275.00	3	825.00
g	Towing of trucks with GVWR in excess of 55,000lbs.within 10 miles of the Village.	each	325.00	1	325.00
h	Vehicle Storage Motorcycles	per 24 hr	25.00	10	250.00
i	Vehicle Storage Passenger cars and light trucks	per 24 hr	35.00	50	1,750.00
j	Vehicle Storage Trucks +8000 - 40,000 lbs	per 24 hr	45.00	10	450.00
k	Vehicle Storage Trucks 40,001 - 80,000 lbs	per 24 hr	65.00	10	650.00
l	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
m	Up righting of of passenger vehicle or truck with GVWR not more than 8,000 lbs	each	75.00	5	375.00
n	Up righting of an overturned vehicle - over 8,000 GVWR to 12,000 GVWR - uncontained load	per hour	75.00	2	150.00
o	Up righting of an overturned vehicle - over 8,000 GVWR to 12,000 GVWR - contained load	per hour	85.00	1	85.00
p	Up righting of an overturned vehicle - from 12,001 - 36,000 lbs - uncontained load	per hour	100.00	1	100.00
q	Up righting of an overturned vehicle - from 12,001 - 36,000 lbs - contained load	per hour	100.00	1	100.00
r	Up righting of an overturned vehicle - from 36,001 - 55,000 GVWR - uncontained load	per hour	175-450.00	1	450.00
s	Up righting of an overturned vehicle - from 36,001 - 55,000 GVWR - contained load	per hour	175-450.00	1	450.00
t	Up righting of an overturned vehicle - in excess of 55,000 GVWR - uncontained load	per hour	175-450.00	1	450.00
u	Up righting of an overturned vehicle - in excess of 55,000 GVWR - contained load	per hour	175-450.00	1	450.00
v	Road Service: out of gas, jump start. No Tow Required.	each	105.00	5	525.00
w	Vehicle Immobilization	each	105.00	1	105.00
	Total Cost				\$104,130.00

**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, August 1, 2020- July 31, 2022 unit prices shall be adjusted by \_\_\_\_\_% (percent)

Contract extension #2, August 1, 2022- July 31, 2024 unit prices shall be adjusted by \_\_\_\_\_% (percent)

**Asset Seizure Storage Space.** The contractor agrees to provide 2,000 square feet\* square feet of storage space to the Village at no cost for purposes of asset seizure property storage.

\*Hillside will provide additional space as necessary to meet the Police Department's needs.

**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

- (1) Traileze TE80DGBUS - 3 Axle Detachable Lowboy Trailer, 53 Foot 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 Trailer than can extend to 60 feet, with winch, capacity to haul 150,000 lbs with 4th Axle.
- (3) National Landall Sliding Axle Trailer - 2 Axle, 53 Foot Trailer, can haul up to 35 tons.

**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) Addendum #1 (list each addendum number)

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

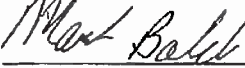
CONTRACTOR SIGNATURE and CONTACT INFORMATION

05/21/18  
Date

847-253-0183  
Phone

Hillside Auto Body & Service, Inc.  
Legal Entity

cbalek@hillside towing.net  
E-mail

  
(Sign here)

Mark Balek, Vice President  
(Print Name)

CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_ (the "Principal") and \_\_\_\_\_ (the "Surety"), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the "Village"), the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Towing & Vehicle Storage contract between Principal and the Village dated \_\_ day of \_\_\_\_\_, 20\_\_, (hereinafter referred to as the "Contract"), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea \_\_\_ day of \_\_\_\_\_, 20\_\_.

**SURETY**

**PRINCIPAL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST**

**ATTEST**

By: \_\_\_\_\_

By: \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute Bond.  
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.