

FIRE FLEET MAINTENANCE CONTRACT

Fire Fleet Maintenance Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Fire Service Inc., (hereinafter the “**Contractor**”) on this 20th day of October 2020 (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

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.

Prices throughout the initial term of the contract shall reflect those provided in the schedule of prices. For subsequent terms, requests for increases of unit prices shall not exceed the CPI-All Urban Consumers, Chicago or 2.5% whichever is less. Written requests for price revisions after the initial term shall be submitted ninety (90) days in advance. Requests shall be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit.

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. Detailed invoice
2. Inspection reports for each vehicle work was performed upon.

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 contract beginning on October 20, 2020 and ending December 31, 2021 with four (4) possible one (1) year extensions. At the end of the 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 – 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 Fire Chief or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Fire Chief or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VII – 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 VIII – CONTRACTORS 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.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's 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.

J. Workers' Compensation and Employers' Liability Coverage

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

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE IX – 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 X – 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 XI – 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 wbaker@vbg.org ATTN: Fire Chief |
| WITH COPIES TO: | Cc: pbrankin@schainbanks.com Cc:brobinson@vbg.org |
| IF TO THE CONTRACTOR: | Fire Service Inc. _____ _____ _____ ATTN: _____ |

ARTICLE XII – 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 XIII – 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 XIV – SEQUENCE OF THE WORK

The Fire 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 XV – SUPERVISION

The Fire 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 Fire 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 Fire 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 XVI – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Fire 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 XVII – 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 Fire Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Fire 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 Fire Chief or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Fire Chief or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIII – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer’s recommendation after inspection and approval by the Fire 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 XIX – 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 Fire 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 XX – 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 Fire Chief or his authorized representative.

ARTICLE XXI – 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 XXII – 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 XXIII – 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. 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.

D. 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.

ARTICLE XXIV – 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 XXV – 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 XXVI – 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. 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.
- D. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. 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.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. 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.
- H. 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.*
- I. 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.

J. FAVORABLE TERMS - Contractor represents that all of the benefits and terms granted by Contractor herein are at least as favorable as the benefits and terms granted by Contractor to Illinois Home Rule Municipalities. Should Contractor enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Contractor shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Contractor shall amend this Agreement to contain the more favorable terms and conditions.

K. 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.

ACKNOWLEDGEMENT

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

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

By: _____
Name: Dane Bragg
Title: Village Manager

Fire Service Inc.

By: 
Name: CLARENCE THOMPSON
Title: SERVICE MANAGER

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

YEARLY PREVENTATIVE MAINTENANCE FOR FIRE APPARATUS

Requested Services

Full Chassis, Pumper & Squad Maintenance

(A) MAINTENANCE

1. Change engine oil and filters.
2. Change transmission oil and filters.
3. Change fuel filters.
4. Replace air filter.
5. Chassis lubrication and check levels.
6. Major Brake inspection (drum brakes, remove backing plates and inspect-- disk brakes drop caliper pin & fully inspect lining material).
7. Chassis inspection.
8. Pump inspection.
9. Pump service test.
10. Electrical system test.
11. Pump transmission fluid change.
12. Rear differential fluid change.
13. Change Generator oil & filter
14. Service Generator fuel & air filters
15. Road test.

(B) MAINTENANCE

1. Change engine oil and filters
2. Change fuel filters.
3. Service air cleaner.
4. Chassis lubrication & check all fluid levels.
5. Minor Brake inspection.
6. Chassis inspection.
7. Pump inspection.
8. Road test.

Full Ambulance Maintenance

(A) MAINTENANCE

1. Change engine oil and filters.
2. Change transmission oil and filters.
3. Change fuel filters.
4. Replace air filter.
5. Chassis lubrication and check levels.
6. Major Brake Inspection.
7. Chassis inspection.
8. Rear differential fluid change.
9. Electrical system test.
10. Road test.

Full Ambulance Maintenance

- (B) MAINTENANCE
1. Change engine oil and filters.
 2. Change fuel filters.
 3. Service air cleaner.
 4. Chassis lubrication & check all fluid levels.
 5. Minor Brake inspection.
 6. Chassis inspection.
 7. Road test.

Full Aerial Maintenance

- (A) MAINTENANCE
1. Complete cleaning and lubrication.
 2. Annual NFPA 1911 Test (not NDT Test)
 3. Change hydraulic filters.
 4. Hydraulic Oil Sampling.

- (B) MAINTENANCE
1. Complete cleaning and lubrication.
 2. Visual inspection
 3. Operational test.

1. The Pumper and Rescue Full Semi-Annual Program includes: 1 (A) Maintenance and 1 (B) Maintenance per year.
2. The Ambulance Full Semi-Annual Program includes:
1-- (A) Maintenance and 1-- (B) Maintenance per year.
3. Aerial and Chassis Yearly Maintenance Programs Complete Aerial Full Semi-Annual Program includes:
1 - Chassis (A) Maintenance per year 1 - Aerial (A) Maintenance per year
1 - Chassis (B) Maintenance per year 1 - Aerial (B) Maintenance per year
4. **Any Village vehicle left at the Contractor's facilities should be secured inside a locked fenced compound under video surveillance or within a locked building.**

Abbreviated Chassis, Pumper, Tanker, Aerial & Squad Maintenance

(A) MAINTENANCE

1. Change engine oil and filters
2. Change fuel filters.
3. Chassis lubrication and check levels.
4. Major Brake inspection (drum brakes, remove backing plates and inspect-- disk brakes drop caliper pin & fully inspect lining material).
5. Chassis inspection.
6. Pump inspection.
7. Pump service test.
8. Pump transmission fluid change.
9. Road test.

(B) MAINTENANCE

1. Change engine oil and filters
2. Change fuel filters.
3. Service air cleaner.
4. Chassis lubrication & check all fluid levels.
5. Minor Brake inspection.
6. Chassis & Pump safety inspection.
7. Road test.

Abbreviated Aerial Maintenance

(A) MAINTENANCE

1. Complete cleaning and lubrication.
2. Annual NFPA 1911 Test (not NDT Test)
3. Hydraulic Oil Sampling.

(B) MAINTENANCE

1. Lubrication.
2. Visual inspection
3. Operational test.

1. Abbreviated Semi-Annual Program for Tanker, Pumper or Squad includes
Abbreviated (A) PM and 1 Abbreviated (B) PM
2. Abbreviated Ambulance Semi-Annual Program includes: 1 Abbreviated (A) PM and 1 Abbreviated (B) PM
3. Abbreviated Semi-Annual Program for Aerials includes: 1-Abbreviated (A) PM Chassis, 1-Abbreviated (B) PM Chassis 1- Abbreviated Aerial (A) PM and 1- Abbreviated (B) Aerial PM
4. **Any Village vehicle left at the Contractor's facilities should be secured inside a locked fenced compound under video surveillance or within a locked building.**

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

| | | |
|-----|--|------------------------------|
| 1. | Unit 237—Full semi-annual PM program | \$ <u>5,850.00</u> per year. |
| 2. | Unit 218—Abbreviated semi-annual PM program | \$ <u>3,000.00</u> per year. |
| 3. | Unit 246---Abbreviated semi-annual PM Program | \$ <u>3,000.00</u> per year. |
| 4. | Unit 226---Abbreviated semi-annual PM Program | \$ <u>1,200.00</u> per year. |
| 5. | Unit 225---Abbreviated semi-annual PM Program | \$ <u>1,200.00</u> per year. |
| 6. | Unit 224---Abbreviated semi-annual PM Program | \$ <u>1,200.00</u> per year. |
| 7. | *Unit 248---Abbreviated annual PM Program | \$ <u>700.00</u> per year. |
| 8. | *Unit 299---Abbreviated annual PM Program | \$ <u>700.00</u> per year. |
| 9. | *Unit 298---Abbreviated annual PM Program | \$ <u>700.00</u> per year. |
| 10. | *Unit 291---Abbreviated annual PM Program | \$ <u>700.00</u> per year. |
| 11. | *Unit 292---Abbreviated annual PM Program | \$ <u>700.00</u> per year. |
| 12. | *Unit 296---Abbreviated annual PM Program | \$ <u>700.00</u> per year. |
| 13. | *Unit 295---Abbreviated annual PM Program | \$ <u>700.00</u> per year. |
| 14. | *Unit 297---Abbreviated annual PM Program | \$ <u>700.00</u> per year. |
| 15. | Unit 227---Abbreviated annual PM Program | \$ <u>1,200.00</u> per year. |
| 16. | Unit 235---Full semi-annual PM Program | \$ <u>5,850.00</u> per year. |
| 17. | Unit 217---Full semi-annual PM Program | \$ <u>3,000.00</u> per year. |
| 18. | Unit 236—Full semi-annual PM program | \$ <u>5,850.00</u> per year. |
| 19. | Unit 214— Full semi-annual PM program | \$ <u>3,000.00</u> per year. |
| 20. | Unit 99 --- Abbreviated semi-annual PM Program | \$ <u>1,200.00</u> per year. |

Total \$41,150.00 per year.

Cost for concierge service transporting Vehicles to and from the Village of Buffalo Grove to a Fire Service Inc. service facility. \$ 0 (No Charge)

Hourly Rate for services Regular time \$ 118.00 Overtime \$ 118.00

Markup on Materials: is the percent added to the actual wholesale (no retail pricing will be accepted) cost (~~\$1-\$1,500~~) of materials or special equipment rental shall not exceed 20%

Markup on Materials: is the percent added to the actual wholesale (no retail pricing will be accepted) (~~\$1,500.01- and up~~) cost of materials or special equipment rental shall not exceed 15%

All materials required to perform Preventive Maintenance including but not limited to oil, lubricants, and filters, shall be considered incidental to the cost of the contract and will not be paid for separately. In the event additional equipment and/or materials are necessary to perform services, the Contractor shall receive prior written approval from the Village. Failure to obtain prior approval could result in non-payment by the Village.

Emergency call out response time Hours 2 hours

CONTRACT EXHIBIT C- LIST OF APPARATUS

| Unit | Manufacturer | Model | Classification | VIN | Note | Year | Current Useage |
|------|---------------|---------------------|------------------------------|-------------------|---|------|----------------|
| 237 | KME | Excel XMFD | 63 - Fire, Ladders | 1k9af42883n058711 | KME 3S-HD-75-SA-RM HALE QMAX200-23L 85218 | 2003 | 108896 |
| 218 | KME | Predator | 65 - Fire, Pumpers | 1K9AF42847NO58291 | Hale QMAX200-21IL 93976 | 2007 | 77312 |
| 246 | International | 4400 | 67 - Fire, Rescue | 1htmkazn86h243309 | | 2005 | 17340 |
| 226 | Freightliner | M2106 | 61 - Ambulance | 1FVACWFD9JHJZ0171 | Horton 623-1 | 2018 | 43890 |
| 225 | Freightliner | 6234 | 61 - Ambulance | 1FVACWDU2FHGS9658 | | 2015 | 667764 |
| 224 | Freightliner | | 61 - Ambulance | 1FVACWDU0GHHF9273 | | 2016 | 45025 |
| *248 | Ford | 1/2 Ton | 24 - 3/4 Ton Pickup 2WD | 1FTSX21R88EE05499 | | 2008 | 46635 |
| *299 | Ford | E350 | 19 - Full Size Van | 1FTSS34P39DA66110 | | 2009 | 91242 |
| *298 | Ford | Explorer | 69 - Fire, Misc | 1FM5K8ARXHG78186 | | 2010 | 62220 |
| *291 | Ford | Explorer | 09 - Full-Size Fire Unmarked | 1FM5K8ARXHG78186 | 71300758585 | 2017 | 41442 |
| *292 | Ford | Explorer | 09 - Full-Size Fire Unmarked | 1FM5K8AR8HGC78185 | 60948437049 | 2017 | 45416 |
| *296 | Ford | Explorer | 05 - Auto 4WD | 1FM5K8AR3GGA07985 | 70733937708 | 2016 | 60390 |
| *295 | Ford | Explorer | 05 - Auto 4WD | 1FM5K8AR1GGA07984 | 7.07172E+12 | 2016 | 58895 |
| *297 | Ford | Utility Interceptor | 05 - Auto 4WD | 1FM5K8ABOLGA71334 | | 2020 | 4574 |
| 227 | Ford | F450 | 61 - Ambulance | 1FDUF4HT3CEC73362 | | 2012 | 97051 |
| 235 | Ferrara | Inferno | 63 - Fire, Ladders | 1F95083309H140612 | HALE QMAX A3177 HARRISON MCR10KW C105911 | 2010 | 89568 |
| 217 | Ferrara | Igniter | 65 - Fire, Pumpers | 1F9424427AH140714 | EQUIP: HALE QMAX A2431 EQUIP2: HARRISON MCR8KW B105662 | 2010 | 71949 |
| 236 | E-One | Cyclone | 63 - Fire, Ladders | 4ENLAAA8XG1000631 | | 2016 | 26709 |
| 214 | E-One | Typhoon | 65 - Fire, Pumpers | 4EN6AAA8XG1000643 | E-One Shop Number 140643 | 2016 | 40206 |
| 99 | Ford | E450 | 49 - Com Van | 1FDXE45P39DA74317 | | 2009 | 4099 |

Vehicles denoted with an asterisk will be included in the Preventative Maintenance Program at the Village's option.