

CONTRACT FOR TOW SERVICES

THIS CONTRACT FOR TOW SERVICES ("Contract") is dated this ____ day of _____, 2022 and is by and between the VILLAGE OF POPLAR GROVE, an Illinois Municipal Corporation ("Village"), and TILFORD'S AUTO AND TRUCK SERVICE CENTER, a Sole Proprietorship ("Towing Company"). The Village and Towing Company are at times referred to collectively herein as the "Parties".

RECITALS:

WHEREAS, the Village is in need of towing services; and

WHEREAS, Towing Company provides towing services; and

WHEREAS, the Village and Towing Company have set forth herein the terms and conditions upon which Towing Company will provide towing services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above-recitals are incorporated herein and made a part hereof.
2. The scope of services shall be as follows:
 - A. Tow Process: The Public Works Director or his/her designee, shall contact Towing Company to tow any vehicle unlawfully parked, impeding the right of way or parked on a public street during a snow emergency. Any towed vehicle shall remain impounded until the registered owner or registered owner's agent remits the parking fine to Poplar Grove Village Hall. Upon fine payment, the registered owner or the registered owner's agent will be issued a receipt by the Village showing payment of the fine. Upon the registered owner or the registered owner's agent presenting the receipt to the Towing Company, the Towing Company shall then release the vehicle to the registered owner or the registered owner's agent. Notwithstanding the foregoing, the Towing Company may continue to hold the vehicle until all Towing Company towing and storage fees have been paid by the registered owner or the registered owner's agent.
 - B. The Towing Company shall obtain and maintain, at its own expense, all required permits and licenses which may be required to perform towing services under this Contract, and/or required by federal, state, and local regulations and laws.
 - C. To the extent applicable, the Towing Company agrees to not pay less than the prevailing wages as found by the Illinois Department of Labor to laborers, workmen and mechanics performing work under this Contract.
 - D. The Towing Company shall maintain logs/records of every tow performed on behalf of the Village. Such logs/records shall include, but not be limited to, the date of the tow, name of owner/driver, Vehicle Identification Number (VIN),

make/model/year of vehicle and any and all charges, fees, costs, and interest assessed by the Towing Company to the owner/driver of the vehicle. The Village shall have the right to inspect such logs at any time during customary operating hours of the Towing Company or the Towing Company shall provide copies of such records/logs to the Village upon request by the Village.

- E. The Towing Company shall not subcontract services without the prior written consent of the Village.
 - F. The Towing Company shall be responsible for the protection of the vehicle and its contents until claimed by the registered owner (or authorized agent of the registered owner) or lawfully disposed of by the Towing Company. The Village reserves the right to assess any charges to the Towing Company in the event a vehicle is damaged while in the possession of the Towing Company.
 - G. The Towing Company must respond promptly to the requested location within 20 minutes regardless of the time of the request. If unable to respond to the request within that time frame, Towing Company must contact the requestor within five minutes of the request.
 - H. The following rates shall be adhered to by the Towing Company: \$150 tow fee, plus \$75 storage fee after the first business day.
 - I. Towing Company shall comply with any and all applicable federal, state and local laws and regulations in the performance of its duties and obligations under this Contract and perform all services in a competent and courteous manner.
 - J. Towing Company shall own, lease or have access/rights to all vehicles being used for Village tow requests.
 - K. Towing Company must ensure that all employed tow operators maintain a valid driver's license and consent to all Village requested background checks of tow operators.
 - L. Tow company must immediately notify the Village if new or additional drivers are employed and give complete driver information, so that a background check may be conducted on that new or additional employee.
 - M. Have one telephone number for contact on a 24-hour basis and be willing to provide 24-hour a day towing service including the towing of abandoned vehicles. If service cannot be provided due to equipment failure, prior commitment or other unforeseen circumstances, the Towing Company so affected will notify the Village of the out-of-service status and when service is restored.
3. Term. The term of the Contract shall be a (3) year period commencing as of the date first written above and expiring as of February 28th, 2024. This Contract may be renewed for additional one (1) year terms upon the written agreement of the Parties hereto. Any renewal of this Contract must be made in writing, signed by the Village and Towing Company, prior to the expiration of the then current term.

4. Insurance. At all times during the performance of this Contract, Towing Company shall maintain the following policies of insurance:
 - A. Comprehensive General Liability Insurance: An amount not less than \$1,000,000.00/occurrence, \$2,000,000.00/policy limit.
 - B. Automobile Liability Insurance: An amount not less than \$1,000,000.00 combined single limit. Said coverage is to be extended to cover hired or non-owned vehicles.
 - C. Umbrella or Excess Liability Insurance: An amount not less than \$2,000,000.00.
 - D. Workers' Compensation Insurance: An amount no less than statutorily required limits. Employer's liability in an amount not less than \$500,000.00 each accident, \$500,000.00 disease (policy limit) and \$500,000.00 disease (each employee).
 - E. All insurance policies required under this Contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A:VII.

All insurance policies shall name the Village as an additional insured. Prior to commencement of any work under the Contract, Towing Company shall provide the Village with a Certificate of Insurance evidencing compliance with this Paragraph. Each Certificate of Insurance shall provide that the insurer must give the Village at least thirty (30) days prior written notice of cancellation or termination of the Towing Company's coverage thereunder.

5. Indemnity and Hold Harmless. Towing Company shall pay, indemnify, defend and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the work contemplated under this Contract by Towing Company, its agents, employees, subcontractors or anyone for whose acts Towing Company may be liable with respect to the work contemplated herein.
6. Breach. In the event of a breach of the Contract by either Party, the non-breaching party shall have any and all remedies available to it at law or in equity, including, but not limited to, the right to terminate this Contract. Such remedies shall be cumulative and not exclusive. The prevailing party in any action to enforce the provisions of this Contract shall be entitled to recover its costs, including reasonable attorneys' fees.
7. Termination. The Village retains the right to terminate or suspend this Contract, in its sole and absolute discretion, at any time prior to the expiration of the Contract, upon providing Towing Company with at least ten (10) days prior written notice of its intent to terminate or suspend this Contract. Upon termination, the Towing Company shall cause to be delivered to the Village all documents related to tows performed for the Village, including,

but not limited to, reports, permits, agreements, and partially and completed estimates.

8. Notice. Any and all notices, demands, and communications provided for herein or made hereunder shall be given in writing and shall be deemed given to a party at the earlier of (i) when actually hand-delivered to an employee of such party, (ii) if mailed to such party by registered or certified U.S. mail, when a return receipt is received by sender, or (iii) if sent by overnight courier service, addressed to such a party at the address designated below for such party:

If to Tilford's Auto and Truck Services:

Tilford's Auto and Truck Services
Attn: Alex Tilford
100 N. State Street
Poplar Grove, IL 61065

If to Village of Poplar Grove:

Village of Poplar Grove
Attn: Village President
200 N. Hill Street
Poplar Grove, IL 61065

With Copy To:

Sosnowski Szeto, LLP
Attn: Roxanne M. Sosnowski
6735 Vistagreen Way, Suite 300
Rockford, IL 61107

9. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
11. Severability. In case any provision of this Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall, to the extent permitted by law, not in any way be affected or impaired thereby.
12. Choice of Law. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois. The parties hereby submit and consent to the exclusive jurisdiction of the State of Illinois and agree that any such litigation shall be conducted only in the courts of Boone County, Illinois, or the federal courts for the United States for the Northern District of Illinois, and no other courts, regardless of where this Contract is made and/or to be performed.
13. Modification. Except as otherwise provided for herein, this Contract may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Contract as of the day and year first above written.

VILLAGE OF POPLAR GROVE

TILFORD'S AUTO AND
TRUCK SERVICES

By: _____
Don Sattler, Village President

By: _____

ATTEST:

Its: _____

Karri Anderberg, Village Clerk