

TOWING AGREEMENT

THIS AGREEMENT, MADE AS OF THIS ____ day of May by and between the Village of Poplar Grove, Illinois, an Illinois Municipal Corporation, (hereinafter called the "Village") and Tilford's Towing and Recovery, LLC (hereinafter called the "Contractor"), is an AGREEMENT for towing and disposal services of abandoned and/or inoperable vehicles in the Village, including vehicles improperly parked during periods of snow emergency, effective June 1, 2026 through April 30, 2029.

NOW, THEREFORE, the Village and the Contractor in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - SERVICES OF THE CONTRACTOR

- 1.1 The Contractor agrees to perform towing and disposal services as hereinafter stated.
- 1.2 The Contractor will serve as the Village's professional representative during tows to which this Agreement applies and will give consultation to the Village during the performance of his services.
- 1.3 The scope of work is defined in the attached response to Request for Proposals dated April 9, 2026.
- 1.4 The Contractor will agree to use the best professional judgment in the course of the work. Deviations from RFP and other standards shall be called to the attention of the Village's representative.

SECTION 2 - THE VILLAGE'S RESPONSIBILITIES

The Village will:

- 2.1 Provide full information as to the requirements for the Project.
- 2.2 Designate in writing a person to act as the Village's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 2.3 Guarantee access to and make all provisions for the Contractor to enter upon public lands as required for the Contractor to perform his work under this Agreement.
- 2.4 Examine all studies, reports and other documents presented by the Contractor and shall render decisions pertaining thereto so as not to delay the work of the Contractor.
- 2.5 Obtain approval of all governmental authorities having jurisdiction and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3- RATES AND RESPONSE TIME

3.1 Standard Vehicle Rates

Vehicle/Service	Rate
Passenger Cars/Light-duty Vehicles	\$225.00 per unit
Storage- Passenger Cars/Light-duty Vehicles	\$100.00 per day
Vehicles 10,000 lbs-40,000 lbs	\$550.00 per unit
Vehicles over 40,000 lbs	\$750.00 per unit
Storage- Medium/Heavy-Duty Vehicles	\$200.00 per unit, per day

3.2 Response Time

The maximum response times for tows shall be approximately 60 minutes. The response time set forth herein is an approximate estimate and not a guaranteed deadline; provided, however, that Contractor shall promptly notify the Village of any circumstances reasonably expected to result in a material or unreasonable delay in response time.

SECTION 4 – INSURANCE

4.1 Insurance Requirements

At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the Village before commencing performance or within ten (10) days after the execution of the contract, which ever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left". If requested, the Contractor will give the Village a copy of the insurance policies. The policies must be delivered to the Village within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

- (a) Comprehensive General Liability:
 - i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property

Damage, Contractual and Personal Injury.

- ii. Limits:

General Aggregate	\$2,000,000.00
Products/Completed Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00
- iii. Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.
- iv. Coverage is to be written on an "occurrence" basis.
- v. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.
- vi. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnifications under this Contract.

(b) Owners & Contractors Protection:

- i. Bodily Injury:

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
- ii. Property Damage:

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00

(c) Workers Compensation:

Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Workers Compensation statute, the Contractor shall provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(d) Comprehensive Automobile Liability:

- i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.
- ii. Limits:

Combined Single Limit	\$1,000,000.00
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(e) Umbrella:

- i. Limits:
Aggregate \$1,000,000.00
- v. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnifications under this Contract.
- vi. The Contractor understands and agrees that any bond or insurance required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

4.2 INDEMNIFICATION:

The Contractor shall defend and indemnify the Village, its officers, employees, and its agents from any and all claims, suits, actions, costs, and fees of every nature or description arising from, growing out of, or connected with the performance of this Contract, or because of any act or omission, neglect, or misconduct of the Contractor, its employees and agents. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the Village, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

4.3 CERCLA INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

SECTION 5 - SUCCESSORS AND ASSIGNS

The Village and the Contractor each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Village nor the Contractor shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Contractor.

SECTION 6 - TIME OF COMPLETION

The Contractor shall commence work within 14 calendar days of receipt of the signed proposal from the Village of Poplar Grove.

SECTION 7 – NONDISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the agreement by the Village.

SECTION 8 - MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. The Contractor agree that no representations or warranties shall be binding upon the Village unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

SECTION 9 – RECORDS: AVAILABILITY AND RETENTION

The Contractor agrees that the Village, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe

any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

SECTION 10 – MERGER AND MODIFICATION

10.1 It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control

10.2 Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

SECTION 11 – DATA PRIVACY/DATA OWNERSHIP

11.1 No data may be released by the Contractor to a third party without the express consent of the Village's representative as indicated below - this includes any media relations.

11.2 Ownership of all data prepared for or by the Village whether having commercial value or not shall remain with the Village.

SECTION 12 – DEFAULT AND CANCELLATION

12.1 If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused by the Village, the Village may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated below.

12.2 The Village reserves the right to cancel the contract for documented nonperformance if the Contractor fails to provide a satisfactory level of service or other cause(s) which results in Village of Poplar Grove dissatisfaction.

SECTION 13 – SUBCONTRACTING AND ASSIGNMENT

13.1 Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the written consent of the Village of Poplar Grove.

13.2 No party may assign or transfer any rights or obligations under this Agreement

without the written consent of the Village of Poplar Grove.

SECTION 14 - SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SECTION 15 - APPLICABLE LAW

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

TILFORD TOWING AND RECOVERY, LLC

THE VILLAGE OF POPLAR GROVE

Alexander Tilford, Owner

BY: _____
Kristi Richardson, Village President

DATE _____

DATE: _____

ATTEST: _____
Karri Miller, Village

Clerk DATE: _____