



Samuel Hawley
Chief of Police

TOWING COMPANY LIST APPLICATION

New

Renewal

Company Name _____

Owner _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Phone (Primary) _____ Phone (Alternate) _____

Email _____

SECURE LOT

Does your towing service possess a secure parking lot used for short-term vehicle storage after a vehicle is towed that is open during business hours and is equipped with security features.

Yes

No

Secure Lot Address _____ City _____ State _____ Zip _____

TRUCK INFORMATION

Truck 1:

Year _____ Make _____ Registration _____ State _____

Truck 2 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 3 (if applicable):

Year _____ Make _____ Registration _____ State _____

See page 5 for additional trucks.

DRIVER INFORMATION

Driver 1:

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Driver 2 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Driver 3 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

See page 6 for additional drivers.

PLEASE ATTACH THE FOLLOWING

1. Copy of towing business license.
2. Proof of the following insurance:
 - a. The towing firm shall provide proof of Comprehensive General Liability and Bodily Injury insurance, indemnifying the Village against any and all claims resulting from any incident occurring as a result of services provided by the Contractor under the terms of this contract. The minimum amount of coverage shall be \$1,000,000 per incident. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, \$100,000 minimum garage keepers legal liability insurance, and \$100,000 minimum on-hook coverage or cargo insurance; and
 - b. The towing firm shall provide proof of motor vehicle insurance indemnifying the Village against any and all claims resulting from a motor vehicle accident occurring while in performance of contract services. Minimum coverage shall be \$1,000,000 per person, \$3,000,000 per accident, and property damage in the amount of \$1,000,000.
 - c. The towing firm shall provide proof of Garage Keeper's Liability insurance in the amount of \$1,000,000 indemnifying the Village against any claim of injury, theft, loss, damage, or vandalism for persons at the storage facility or for vehicles and property in the care of the towing company. Coverage shall include any loss, regardless of type, initiating at the onset of towing services and incorporating any loss occurring during vehicle storage.
 - d. The towing firm shall provide Workmen's Compensation insurance as required by State law for all of its employees performing services for the Village under the terms of the contract.
3. Illinois Commerce Commission authorization.

RATE ASSIGNMENTS

- Standard tow 8,000 lbs. or less not to exceed \$250
- 8,000 lbs. or more not to exceed \$275
- Outside storage not to exceed \$40 per day
- Inside storage not to exceed \$50 per day

PLEASE READ AND ACKNOWLEDGE BELOW

In the last 5 years, has the owner or anyone operating a vehicle on behalf of the towing service included on the tow rotation been convicted of a criminal offense involving one or more of the following; bodily injury or attempt to inflict bodily injury to another person, theft of property or attempted theft of property, sexual assault or attempted sexual assault of any kind? (625 ILCS 5/4-203.5)

Yes

No

If yes, explain and provide documentation:

CERTIFICATION AND PENALTY

I hereby declare that all statements and information provided to the Roscoe Police Department in this Towing Company List Application are true and complete to the best of my knowledge and belief. I understand that any false statements of material fact, willful omission of material fact, or willful deception will be cause for disqualification and rejection, as an authorized tow company for the Roscoe Police Department Authorized Tow List, without notice and without right of appeal.

Signature: _____ Date: _____

If additional space is needed for required information, photocopies can be made of these documents and submitted.

Any questions please contact the Roscoe Police Department at (815) 623-7338.

For office use only:

Accepted: _____ Rejected: _____ Date: _____

Reason for rejection:

Police Chief or Designee Signature: _____ Date: _____

ADDITIONAL TRUCKS FORM

Truck 4 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 5 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 6 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 7 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 8 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 9 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 10 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 11 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 12 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 13 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 14 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 15 (if applicable):

Year _____ Make _____ Registration _____ State _____

Truck 16 (if applicable):

Year _____ Make _____ Registration _____ State _____

ADDITIONAL DRIVERS FORM

Driver 4 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Driver 5 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Driver 6 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Driver 7 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Driver 8 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Driver 9 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Driver 10 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Driver 11 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

Driver 12 (if applicable):

Name _____ DL State _____ DL# _____

Address _____ City _____ State _____ Zip _____

I. General Specifications

A) General Information

1. The Village of Roscoe is seeking proposals to provide towing services and storage of towed vehicles in the Village.
2. All services being furnished must comply with all applicable federal, state and local laws and requirements
3. If the Contractor feels their proposal does not meet the entire Village specifications but does substantially meet the requirements, the Contractor should indicate, in writing on the qualification form, all deviations from the specifications.
4. The vehicles towed will be vehicles involved in accidents, abandoned autos, Village vehicles, vehicles involved in criminal offenses, vehicles in need of emergency road service, and/or any other vehicles as may be directed by the Roscoe Police Department (the Police Department).
5. For the accessibility of the Police Department and the residents of the Village, only Contractors with storage lots geographically located within the Village's corporate limits or within 10 miles of any Roscoe border will be considered.
6. The agreement issued for this work will be regulatory only. Citizens and/or businesses whose vehicles are towed and/or stored are the payers of all fees. The Village will not pay nor be responsible to provide any fees, costs or fines to the Contractor.
7. Except as noted below (Village-owned vehicle tows in excess of 25 miles from the Village), the Village will pay no fees under the terms of this agreement. (Village owned vehicles are free).
8. Without exception, the services covered under the detailed specifications section shall be available every day of the year on a twenty-four hour basis.
9. Except as outlined in the detailed specifications section (re: large trucks, etc. and abandoned autos), the towing firm may not subcontract any portion of the services defined by this contract without the express written, prior authorization of the Village.

B) Ownership Disclosures / Definitions

1. For the purposes of these specifications, the term "Towing Firm" shall mean those person or persons or corporation or other entity agreeing to provide services in the Village under this agreement.

2. Sole proprietorship towing firms shall list the full name, address, and date of birth of the owner and any full time manager.

C) No Guarantee of Quantity/Volume

1. In the awarding of a contract, the Village provides no guarantee as to:
 - (a) the amount of work or services which will be provided under this contract.
 - (b) That it will utilize the Contractor for the service unless the Contractor is unable to provide the service in a timely manner.
2. If, in the opinion of the Village, the Contractor cannot provide the service when requested in a reasonable length of time, this contract does not prohibit the Village from contracting with other towing services to provide the services as needed.
3. The Village shall have the sole option to contract with other towing services for any reason whatsoever.

II. Detailed Requirements

A) Towing Service:

1. Towing services shall be defined to include the tow truck(s), qualified driver(s), and all fuel, maintenance, repairs, permits and any other items of expense or equipment necessary to render complete towing services.
2. Under normal conditions, tows shall consist of, but not necessarily be limited to, any and all labor that results from hooking up, hoisting, and towing away any damaged or normally parked vehicle. This includes any and all of the following if necessary to tow a vehicle: gaining entry to the vehicle, straightening the front wheel, tying the steering wheel, releasing the brake, and disconnecting the transmission on rear-wheel drive vehicles.
3. In the event that towing services are required for vehicle(s) having gross weights exceeding the capabilities of tow trucks specified in the below sections, the towing firm may sub-contract with another towing firm capable of performing these services (e.g., semi-tractor trailers, garbage trucks, and similar large vehicles).
 - (a) All costs related to the towing and storage of this type of vehicle

remains the responsibility of the tow firm contracting with the Village.

(b) Subcontractor(s) employed by the towing firm in this type of incident are bound by the provisions of this contract and remain the sole responsibility of the towing firm contracting with the Village.

5. Tow truck response time (arrival at the site) to all calls for the towing of vehicles shall be 20 minutes or less.
6. The driver of the tow truck shall be required to hand the customer a card indicating that they will take the vehicle to their preferred auto body service center. The card will also outline fees and release procedures, for accident tows.

B) Tow Truck Equipment:

1. Each tow truck shall be equipped with the items necessary (brooms, shovels, etc.) to allow for cleaning debris from accident scenes.
2. The towing firm agrees that all equipment shall be maintained in good operating condition at its own expense.

C) Driver Licensing:

1. All tow truck drivers shall have a valid; Illinois Commercial Driver's License (CDL) and such other licenses as may be required by State or Federal regulations to conduct these services.
 - (a) Responsibility for assuring the status of drivers' licenses of all drivers rests with the towing firm and requires an annual written verification through the Illinois Secretary of State.
2. Drivers must not have been convicted of any felony violation of the law in Illinois or in any other state within the past 5 years.

3. Drivers convicted of misdemeanor violations of the Illinois vehicle anti-theft laws (or similar statutes of other states) within the past 5 years will be prohibited from operating tow trucks in the Village under the terms of the contract.
4. Drivers having suspended or revoked licenses in Illinois or any other state are prohibited from operating vehicles in the Village.

D) Vehicle Licensing:

1. Evidence of current licensing and inspections for all vehicles owned by the towing firm (which it intends to use in the Village to meet the contract) shall be submitted to the Deputy Police Chief prior to execution of the contract and any amendments, updates or new licensing and proof of inspection shall be provided to the Deputy Police Chief once obtained by Contractor.

E) Insurance:

1. The towing firm shall maintain in full force and effect, throughout the period of the contract, insurance as specified below. Failure to maintain insurance shall be cause for immediate termination of the contract.
2. At the time of contract execution, the towing firm shall provide the Village with a Certificate of Insurance (COI) indicating coverage co-naming the Village as an additional insured showing evidence of coverage as specified below. In addition, this coverage shall include a Hold Harmless provision in the General Conditions for the Village. The certificates shall also provide for 90 days advance written notice of cancellation of any coverage obtained under the terms of this contract.
3. The towing firm shall provide proof of Comprehensive General Liability and Bodily Injury insurance, indemnifying the Village against any and all claims resulting from any incident occurring as a result of services provided by the Contractor under the terms of this contract. The minimum amount of coverage shall be \$1,000,000 per incident.
4. The towing firm shall provide proof of motor vehicle insurance indemnifying the Village against any and all claims resulting from a motor vehicle accident occurring while in performance of contract services. Minimum coverage shall be \$1,000,000 per person, \$3,000,000 per accident, and property damage in the amount of \$1,000,000.
5. The towing firm shall provide proof of Garage Keeper's Liability insurance in the amount of \$1,000,000 indemnifying the Village against any claim of injury, theft, loss, damage, or vandalism for persons at the storage facility or for vehicles and property in the care of the towing company. Coverage shall

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include any loss, regardless of type, initiating at the onset of towing services and incorporating any loss occurring during vehicle storage.

6. The towing firm shall provide Workmen's Compensation insurance as required by State law for all of its employees performing services for the Village under the terms of the contract.

F) Storage Facilities:

1. Approval of storage facilities rests with the Village.
2. Vehicles towed under the provisions of this contract shall be stored at a single location and may not be stored at any location other than as approved in writing by the Village.
3. Storage facilities shall be clean, free of vermin, and fully enclosed by a protective fence and shall be secured if towing firm employees are not on the premises.
4. The main entrance to the storage facility shall be clearly posted with a sign indicating the procedures necessary to claim a vehicle.
 - (a) The sign shall specify a schedule of fees as approved under the terms of the contract, and a direct access telephone number of the towing firm personnel necessary to procure vehicle release.
 - (b) The sign shall include language advising persons with complaints about the towing and/or storage services provided by the towing firm to contact the Roscoe Police Department at (815) 623-7338.
5. Access to vehicles stored in the storage facility by Police Department personnel shall be available on a 24-hour basis.
6. As directed by the Police Department, the towing firm agrees to refuse to release and/or honor any restrictions regarding the release of any vehicle.
7. The towing firm agrees that representative(s) of the Village may conduct unannounced inspections of the towing firm's storage facilities to assure compliance with provisions of this contract.
8. Except as may be directed by the Police Department, all vehicles towed under the provisions of this contract shall be stored in the towing firm's approved storage facility.
9. Storage charges as approved under the contract may initiate from the date

that the vehicle enters the towing firm's storage facility.

10. The towing firm shall not charge the Village a storage fee for any towed vehicle subsequently held by the police department for evidentiary or other official purpose. The police department shall notify the towing firm of its intent to hold a previously towed vehicle as soon as it reasonably can. A total of two vehicles may be stored simultaneously without incurring a storage fee

G) Attendant Availability and Release of Vehicles (Hours) at Storage Facilities:

1. A vehicle owner may authorize the release of his vehicle to an auto body shop by appearing in person during normal business hours or calling and requesting the release by phone. The towing company may require written documentation either by fax or email from the vehicle owner or repair facility.
2. On Sunday, an attendant shall be available on an "on-call" basis from 9 am through 5 pm.
3. The following holidays shall conform to the Sunday attendant schedule: New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day.

H) Village-Owned Vehicles/Other Services Provided:

1. Road service (i.e., jump starting) of Village-owned vehicles shall be provided by the towing firm without charge.
2. Except as noted below, upon direction by the Village, vehicles owned by the Village of Roscoe, less than 15,000lbs in Gross Vehicle Weight will be towed without charge.
3. Towing under this section includes, but is not necessarily limited to:
 - (a) Towing of Village-owned vehicles from locations within the Village to the Village Yards;
 - (b) Towing of Village-owned vehicles to such locations within a 25 mile radius of the Village as are necessary to effect repairs; and
 - (c) Towing of Village-owned vehicles from such locations outside the Village limits to the Village Yards or to such other location as may be approved by the Village.

4. Village-owned vehicles towed at Village request to repair facilities beyond the 25 mile range imposed by the contract will result in reimbursement by the Village for mileage incurred.
5. Village-owned vehicles towed at Village request from locations more than 25 miles outside the Village's corporate limits will be eligible for reimbursement by the Village for mileage incurred. The per mile rate of beyond the 25 mile limit shall not be in excess of \$0.50 per mile.
6. The towing firm shall not charge the Village to tow any vehicle either owned by the Village, or any vehicle which is being towed for evidentiary reasons, or any other official purpose.

I) Accident Vehicles:

1. The tow truck driver(s) shall be responsible for cleaning all glass, vehicle debris, and related materials from the accident scene location, so as to comply with all local, state and federal regulations and to repair the conditions of any public highway, street, alley, thoroughfare or sidewalk to a safe and nonhazardous condition.

J) Abandoned Vehicles:

1. When directed by the Roscoe Police Department, the towing firm shall tow abandoned vehicles from private property.
 - (a) This includes, but is not limited to, the removal of the vehicle, storage, and such notices to the registered owner(s) as are required by Illinois statute.
 - (b) This provision can be satisfied either by the towing firm having a current, valid, Illinois "Relocator's" license or by separate agreement between the towing firm having the contract with the Village and the nearest towing firm having a "Relocator's" license.
2. In all cases, responsibility for the cost of towing, storage, and notices as required by law remain with the towing firm contracting with the Village.
3. Disposal of any vehicle will only be made upon the written authorization of the Police Department.

K) Review of Services Rendered for the Village:

1. Within 10 days of the end of every calendar month, the towing firm shall provide the Roscoe Police Department with a written list of all vehicles towed under the terms of the agreement during the preceding month.
2. The monthly list shall indicate the status of all vehicles stored for any period of time during the previous month as a result of services performed

under the terms of the contract (i.e., vehicle description including make and license number; date of tow; and date of release if applicable).

3. Yearly, the towing firm shall provide the Police Department with a written list of all drivers operating trucks in the Village. Included with this information shall be the full name, address, and date of birth of each driver.

L) Other Information

Any additional information or clarification of the specifications may be obtained during normal working hours by contacting:

Roscoe Police Department
10595 Main Street
Roscoe, Illinois
61073 Tel: (815) 623-7338
Fax: (815) 623-7254
tfarone7829@roscoepolice.com

III. Agreement Terms and Conditions & Evaluation of Qualifications

A) **General and Special Conditions:** The General Conditions and Contract Terms stated in this RFQ shall be considered by Contractor in submitting its Qualifications. It is intended that the General Conditions and Contract Terms will be included in any contract that may be entered into with respect to this Project. In addition, Contractor must comply with the following Special Conditions:

1. The equipment proposed in response to this RFP must be capable of performing all functions described in herein. Where a Contractor wishes to make a proposal that does not meet certain specifications, the Exception Statement contained in the Proposal Form shall be completed and all features and functions to which the exception is being taken identified, along with the basis and the effect of the exception described.
2. The Village reserves the right to approve any subcontractors for this equipment. Each Contractor must identify the name(s) of any subcontractor expected to be involved in this Project, including a description of the work the subcontractor will perform. Upon request, Contractor may be asked to provide additional information regarding the subcontractors' background and experience.
3. Performance of Work: All work shall be done in a neat, craftsman-like manner. To the greatest extent possible, work shall not disrupt the normal operations of the Village. Contractor shall adhere to the policies of the Village

at all times, and said policies will be identified and included in any subsequent contract.

4. Compliance with Laws, Regulations and Standards. As set forth in the General Contract Conditions, performance of the Work 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

B) Proposal Evaluation and Contractor Acceptance of Qualifications.

1. The Board of Trustees of Village of Roscoe shall be the sole and final judge of the merits of Contractors Qualifications.
2. Submittal of qualifications documents must be made in strict accordance with the instructions set forth in this RPQ. Qualifications shall be reviewed for completeness and compliance with the Proposal Requirements set forth in this document.
3. The Village shall have no obligation to review or consider, and reserve the right to reject, any Proposal that fails to satisfy or conform to any of the RFP requirements.
4. The Village Board of Trustees reserves the right to accept or reject any or all Proposals, or any part therefore; waive any minor defects, irregularities or informalities; and to decide not to enter into an agreement which any party, should such actions be deemed to be in the best interests of the Village of Roscoe.

C) Evaluation Categories and Factors. The Village will evaluate, qualifications in the categories identified below with due consideration being given to all relevant factors including the following:

1. Contractor Qualifications, Experience, and Ability
2. Financial Strength
3. Technical Competence
4. Years in Business
5. Information Received from References Regarding Past Performance of Similar Work including Contractors reputation as to Quality of Work, Reliability, Ability to Complete Work within Times Stated, and Ability to Work with Staff.
6. Equipment and Services Available

D) **Acceptance and Approval of Qualifications:** Upon completion of the evaluation process, the Village of Roscoe may, at its sole discretion:

1. Accept Contractor's Qualifications, and add Contractor to the Village's Approved Tower List
2. Reject Contractor's Qualifications, and notify contractor that they will not be added to the Village of Roscoe Approved Tower List.

IV. TERMS AND CONDITIONS:

SECTION 1. GENERAL ADDITIONAL TERMS

Assignment:

Contractor shall not assign this Contract or any portion thereof, without written authority from the Village to do so. The merger, consolidation, or liquidation of Contractor or any change in the ownership of or power to vote 33 and 1/3% or more of Contractor's capital stock, as held as of the date of execution of this Contract, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Contract, are owners of Contractor's capital stock, shall not constitute an assignment.

Governing Law and Venue:

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Contract, or subject matter thereof, venue shall be in Winnebago County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of this Contract or the Contract Documents the terms thereof shall not be construed in favor of, or against, either or the Parties.

Captions:

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of the Contract or Contract Documents.

Entire Agreement:

This Contract contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Contract may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Contract.

Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Contract shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Contract. No provision of this Contract shall be

deemed to have been waived by either Party unless such waiver is in writing by said Party.

SECTION 2. INSURANCE

CONTRACTOR'S INSURANCE REQUIREMENTS

At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount, except after 30 days prior notice by certified mail, return receipt requested, has been provided to the Village. In addition, said certificates shall list the Village of Roscoe and their corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the Work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

Comprehensive General Liability, with the Village as additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$3,000,000;

Business Auto Liability, \$3,000,000 combined single limit for bodily injury and property damage (this in addition to the requirement in section 2(E);

Workers Compensation and Employers' Liability, in amounts required by statute;

Owners and Contractor's Protective Liability, \$1,000,000 combined single limit per occurrence for bodily injury and property damage, with the Village as named insured;

Umbrella Coverage, \$3,000,000 per occurrence; and,

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor expressly understands and agrees that any insurance policies required to be

maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village, their officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

SECTION 3. PRELIMINARY MATTERS

PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws.

Contractor shall hold all required licenses, qualifications and certificates, and shall be duly registered and otherwise in compliance with all applicable federal, state and local laws, regulations and ordinances applicable to their performance of the Work under this Contract.

SECTION 4. PERFORMANCE OF WORK

COORDINATION OF WORK

Contractor shall be in charge of and responsible for the coordination, scheduling, methods, techniques, performance and sequence of all elements of the Work unless otherwise stated in the Contract Documents.

SUPERVISION OF WORK

Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the Work.

QUALITY OF THE WORK

Contractor shall be solely responsible for conducting and ensuring that the Work is done in a thorough and workman-like manner in accordance with the Contract Documents.

RELATIONSHIP BETWEEN THE PARTIES

Contractor shall act as an independent Contractor for the performance of the Work. No right of observation or review; requirement of approval; or other provision of the Contract or subsequent conduct of the parties shall be construed to create a relationship between the parties of principal and agent, partners, or joint ventures'. The existence, exercise or non-exercise of the Village's right to review, inspect, approve or control the quality or completeness of the Work shall not modify the extent of Contractor's liability for damages to persons or property arising from Contractor's execution of the Work.

CONTRACTOR'S REPRESENTATIVE AND EMERGENCY NUMBERS

Contractor shall designate an individual who will serve as the Contractor's authorized representative throughout the completion of the Work and who shall be readily available to respond to communications from the Village. This individual must be a competent, English-speaking individual who is capable of reading and understanding the Contract Documents. This representative shall be subject to receive instructions and have full authority to execute the directions of the Village, without delay, and promptly supply any necessary equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Village, in anything relating to the Work, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the Village, be at once discharged and shall not be employed again on any part of the Work without consent of the Village.

Contractor shall provide the Village with the name and phone number of the Contractor's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested to be present by the Village, then the Village shall have the right to hire or use other personnel to remedy the emergency situation. All reasonable costs, including the payment of overtime wages or charges and the payment of additional professional fees, incurred by the Village in doing so, shall be deducted from payments due, or that become due, to the Contractor. Contractor shall immediately notify the Village in writing of any change in the identity and telephone number of the Contractor's representative.

SECTION 6. INSPECTIONS

The Village shall have the right to inspect, or to have inspected by its representative, any of the materials, components, equipment, supplies, services, or any portion of the completed Work specified herein before acceptance. Any of said items not complying with the Contract Documents are subject to rejection. Any work or material which may be determined to be defective must be rebuilt, replaced, or removed at the Contractor's sole expense.

SECTION 7. ADDITIONAL WORK REQUIREMENTS

A. ANTI-IDLING POLICY

To improve air quality and reduce global warming, the Village requests that Contractor inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

SECTION 8. PREVENTION OF INJURY OR DAMAGE

SAFETY OF PERSONS

Contractor shall be solely and completely in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons performing the Work, and to any person on, about, or adjacent to the site where the Work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours.

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes, including, but not limited to, those safety precautions as to the operation of equipment and use of materials. Contractor shall be responsible for any and all applicable employee safety training/education.

PROTECTION OF PROPERTY

Contractor shall adequately protect the sites/facilities, adjoining properties and all Work from damage or loss arising in connection with, or during the performance of, the Work. Contractor shall pay for any such damage, injury or loss caused by its agents, employees or from the action of the elements.

SECTION 9. INTERPRETATION OF CONTRACT DOCUMENTS

The Village shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Village shall have the right to make alterations in the work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the Work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish pursuant to the Contract Documents.

SECTION 10. CONTRACT CHANGES

CHANGES IN WORK

The Village reserves the right to make changes in the scope of the Contract or issue instructions requiring additional Work or direct the deletion of certain Work. Any such changes shall not invalidate the Contract or relieve the Contractor of any obligations under the Contract Documents. Changes to the Work shall be authorized

in writing and executed by the Village and Contractor either by means of a Change Order or, in the case where no change in Contract Amount or Contract Time is required, by a work change directive.

A Change Order for Work is not necessary (and Contractor shall not be entitled to additional compensation) when the Work is reasonably inferable as within the Contract Documents, or, if the Work was made necessary as a result of an error of the Contractor or subcontractor. Contractor shall also not be entitled to any adjustment to the Contract Amount or Contract Time for any unauthorized work performed that is not required by the Contract Documents.

CHANGE ORDERS

Any adjustment to the Contract Amount or Contract Time shall be in writing and shall be made at the time of ordering a change in the Work. Any Change Order signed by the Village but either not signed by Contractor or signed with a reservations of rights, shall become final and binding upon Contractor (regardless of any reservation of rights) unless Contractor submits a Claim to the Village within 7 days after receipt of the Change Order.

A change may be made by unilateral determination of the Village based upon the reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit. If this method is utilized, the Contractor shall promptly proceed with the Work involved in the change, upon receipt of a written order by the Village.

Pursuant to the Public Works Contract Change Order Act (50 ILCS 525/5) if a Change Order authorizes or necessitates an increase in the original Contract Amount (or price of a subcontract there under) by 50% or more, then that portion of the contract

covered by the change must be resubmitted for bidding in the same manner by which the original contract was bid.

Pursuant to the Illinois Criminal Code (720 ILCS 5/33E-9), a Change Order or series of Change Orders which authorize or necessitate a net increase or decrease in the cost of the contract by a total of \$10,000 or more, or the time of completion by more than 30 days, requires a written determination supporting the appropriateness of the change.

SECTION 11. SUSPENSION AND TERMINATION

SUSPENSION OF WORK

The Village may, at any time, by written notice to the Contractor require the Contractor to stop all, or any part, of the Work required by the Contract Documents. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. With

respect to Work so identified by Contractor and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Contractor shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

The Village reserves the right to suspend the Contractor from active calls for service whenever verified complaints are received in regards to response times and/or customer service. If this occurs, the Contractor will receive a letter from the Chief of Police outlining the concern and the duration of the suspension.

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this Contract, without cause, upon ten (10) calendar day's written notice to the Contractor.

The Village reserves the right to terminate the whole or any part of this Contract, upon ten (10) calendar day's written notice to the Contractor in the event of default by the Contractor.

Default is defined as the failure by Contractor to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Contract Documents; or, the failure to make sufficient progress to endanger timely completion of the Work.

Contractor shall also be deemed in default if the Contractor: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply suitable materials or equipment; 3) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 4) otherwise violates any material term of the Contract Documents.

SECTION 12. CORRECTION OF WORK

If within one year after the date of acceptance (or such longer period of time prescribed by any special guarantee or warranty) any Work is found to be defective, Contractor shall promptly, at its sole cost and expense and without cost to the Village, repair, replace or correct such defective Work along with any damage to other Work resulting there from.

Contractor's obligations under this Section are in addition to any other obligation or guarantee or warranty contained in the Contract Documents and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

If the Contractor fails to correct defective Work within a reasonable time, the Village may perform the necessary corrections. The costs of correction will be deducted from payments due to the Contractor. The execution of a Change Order reflecting an equitable deduction from the Contract Amount for the costs of correction incurred by the Village as a result of the defective work shall not be a precondition to, or limitation on, the rights of the Village stated herein.

SECTION 13. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the Village, their corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Contract Documents; (d) infringement of any patent, trademark or copyright; and, e) performance under this Contract by Contractor, or others performing or furnishing any Work directly or indirectly on Contractor's behalf: In connection with any such liabilities, the Village, their officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice and Contractor shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Contract Documents shall in no way limit the extent of Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Contract.

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the

Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 14. WARRANTY

A. Neither payment nor use of the equipment by the Village shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense.

C. Contractor warrants to the Village that all material and equipment furnished under this Contract shall be of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor, products, material, and equipment will be free of defects for a minimum period of one (1) year from the date of acceptance, or for such longer period of time as may be otherwise provided in the Contract Documents; or provided in any manufacturer warranty.

SECTION 15. COMPLIANCE WITH LAWS

OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Village must comply with all requirements and standards as specified by OSHA. Items not meeting any OSHA specifications will be refused.

SUBSTANCE ABUSE PREVENTION

Pursuant to the Substance Abuse Prevention on Public Works Projects Act, an employee may not use, possess, attempt to possess, distribute, deliver, or be under the influence of cannabis or a controlled substance, or use or be under the influence of alcohol, while performing work on a project covered by the Act. An employer may not permit an employee who violates the Act, who tests positive for the presence of a drug, or who refuses to submit to drug or alcohol testing as required under the employer's prevention program to perform work on a public works project until the employee meets certain specified conditions set forth in the Act. An employer shall remove an employee from work on a public works project, and prevent further access to the work, if the employee violates the Act, tests positive for the presence of a drug or alcohol, refuses to submit to drug or alcohol testing as required under the employer's prevention program, or, if there is a reasonable suspicion that the employee is under the influence of a drug or alcohol.

OTHER LAWS AND REGULATIONS

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, Prevailing Wage Laws, Smoke Free Illinois 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 Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Roscoe.

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. The relevant provisions will be fully incorporated into the Contract by reference and set forth in full.

Contractor agrees to furnish all documentation related to this Agreement 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) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable 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 the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that 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 reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

X	X
Samuel Hawley Chief of Police	Towing Company Owner

Date: _____

Date: _____