

CONTRACT FOR SNOW REMOVAL SERVICES

( \_\_\_\_\_ Contractor \_\_\_\_\_ )

The Crystal Lake Public Library (“Library”) and Selected Contractor (“Contractor”) agree that Contractor will provide snow removal services to the Library in accordance with the following:

1. Contractor services to the Library are those services described in the Snow Removal Services Requirements attached as Exhibit A (“Services”).
2. Contractor shall employ personnel who are experienced and competent in all tasks to be provided under this agreement.
3. These services shall be performed 7 days per week as needed after 1 ½” minimum snow fall except when prevented by a strike, lockout, accident, or act of God. Overnight snow must be cleared by 7:30am, Monday – Saturday and by 12pm on Sunday.
4. The Library building is closed Veteran’s Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day and Easter. Snow must be cleared so that the library can open at its regular time the following day.
5. The Library will pay Contractor for said services as outlined in Exhibit A.
6. Terms of payment and certificates of insurance:

a. Payment

Payment to Contractor will be made in accordance with the Library’s Approval of Disbursements Policy attached as Exhibit B. As noted in that policy, an invoice must be received in the Business Office no later than the first Monday of the month, in order to be processed for approval by the Board and payment that month. The Crystal Lake Public Library Board of Trustees approves bills for payment on the third Wednesday of each month.

b. Invoicing

All billing should be on a monthly basis for services rendered.

c. Certificate of Insurance

Contractor shall purchase insurance to cover all claims and expenses, including costs of defense, asserted against Library, their agents, employees and

consultants for bodily injury, sickness, disease or death caused by any act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The coverage afforded the Library shall be primary insurance for the Library with respect to claims arising out of operations performed by or on behalf of the Contractor. If the Library has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of liability of the Contractor under this insurance policy shall not be reduced by the existence of such other insurance.

Contractor will file with the Library a Certificate of Insurance showing complete coverage of all insurance required, duly executed and notarized by an insurance company or agent prior to commencement of any and all work. The Contractor will name the Board of Library Trustees of the Crystal Lake Public Library as an insured party in all coverage.

The limits on the General Liability should be a minimum of \$2,000,000 General Aggregate, \$1,000,000 Each Occurrence, \$50,000 Fire Damage and \$5,000 Medical Expenses. The Workmen's Compensation coverage should be a minimum of \$100,000 Each Accident, \$500,000 Disease Policy Limit and \$100,000 Disease Each Employee.

The Certificate of Insurance will provide that the coverage will be maintained in full during the term of the contract and not be terminated or reduced without the prior written approval and thirty (30) days notice to the Crystal Lake Public Library.

7. Contractor shall defend, indemnify, and hold harmless the Library, its Trustees, employees, and agents from and against liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Contractor's conduct, acts, errors, or omissions.
8. Contractor shall be an independent contractor and not an agent or employee of the Library.
9. Contractor shall at all times observe and comply with all applicable laws, ordinances, regulations, and codes of any applicable governmental entity.
10. Contractor acknowledges full and sole authority for all safety programs and precautions in connection with the services.
11. The standard of care applicable to Contractors' services shall be the standard of care consistent with those usual and customary standards of care, skill, and diligence which are commonly followed in performing the same or similar services in the locale in which the Library is located. Consistent with this standard of care, Contractor has reviewed, understands, and has asked any questions he/she may have with respect to the Library's Request for Proposals, Exhibit A and Exhibit B prior to entering this Agreement.

12. Contractor shall pay all reasonable attorneys' fees, experts' fees, and costs incurred by the Library in enforcing the terms and provisions of this Contract and in defending any proceeding to which the Library is made a party as result of Contractor's conduct, acts, errors or omissions.
13. If there are changes in the services to be performed, the Library and Contractor will negotiate a reasonable price adjustment.
14. Contractor shall not be liable for delay, loss, or damage caused by warfare, riots, strikes, boycotts, acts of god, criminal acts, omissions of others, natural calamity, or other causes beyond Contractor's control.
15. The Contractor shall supply all equipment and supplies required to perform the services outlined in Exhibit A.
16. This Contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Contract. There are no understandings or agreements other than those incorporated in this Contract.
17. This Contract may not be modified except in writing signed by both parties.
18. If any provision of this Contract shall be held to be invalid and unenforceable, such holding shall not affect any other provision of this Contract.
19. Library agrees that, during the term of this Contract and for one (1) year thereafter, Library shall not hire Contractors' personnel, either as employee or independent contractor, to perform the same or substantially the same service which said employee or independent contractor performed for Contractor. Further, Library agrees that, for the same time period, it shall not directly or indirectly entice, induce, or in any manner influence any such personnel to leave Contractor.
20. This Contract is not assignable.
21. The term of this Contract shall be for the 2023/2024 winter season, provided, however, the Library may terminate this Contract, with or without cause, at any time upon ten (10) days prior written notice.

Board of Library Trustees  
 Crystal Lake Public Library  
 126 Paddock Street  
 Crystal Lake, IL 60014

By: \_\_\_\_\_  
 William Weller  
 President

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

Date signed: \_\_\_\_\_, 2023

Date signed: \_\_\_\_\_, 2023

Crystal Lake Public Library  
SNOW REMOVAL REQUIREMENTS  
EXHIBIT A

08/23

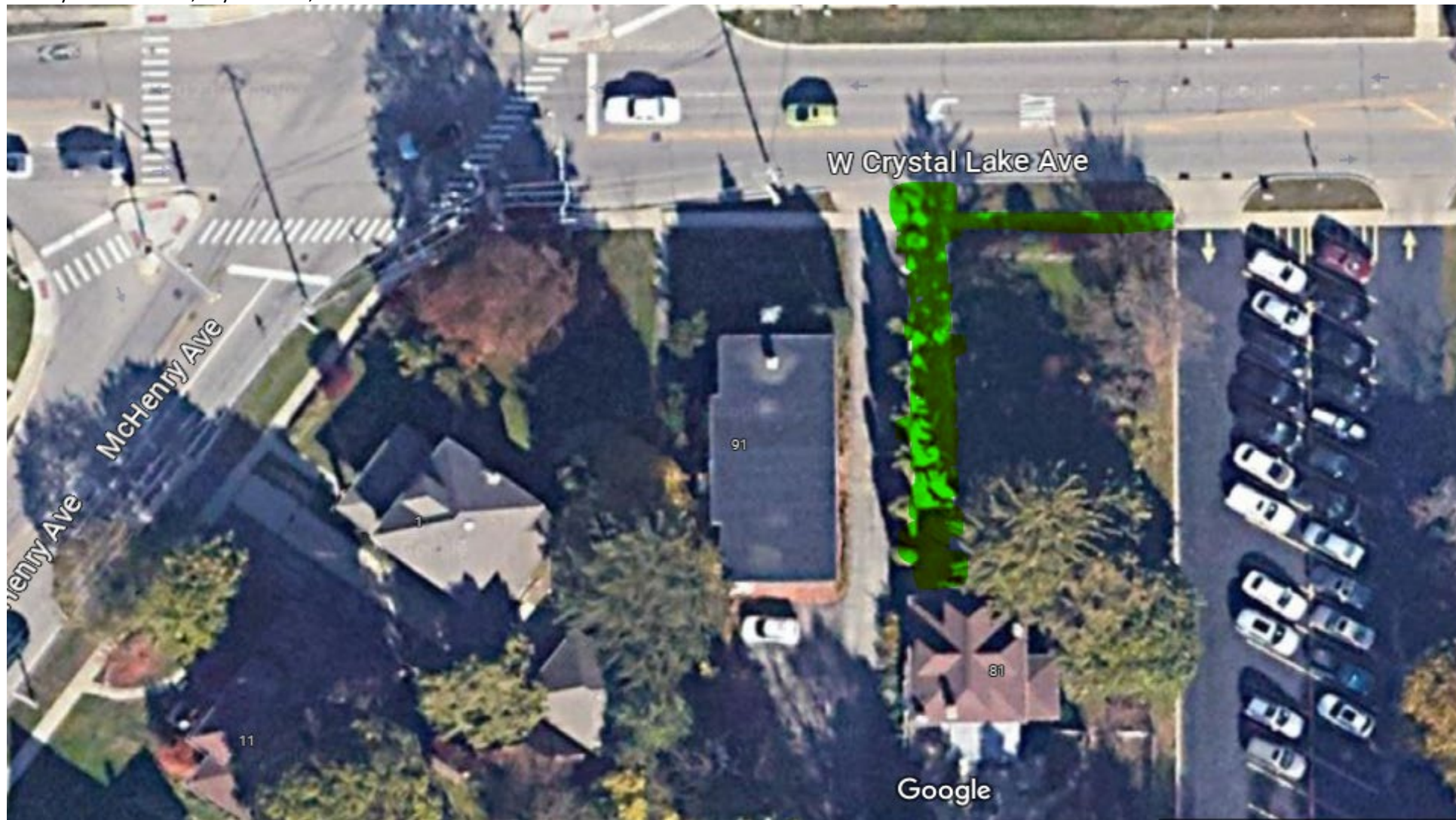
126 W. Paddock



Crystal Lake Public Library  
SNOW REMOVAL REQUIREMENTS  
EXHIBIT A

08/23

81 Crystal Lake Ave., Crystal Lake, IL



**Crystal Lake Public Library  
SNOW REMOVAL REQUIREMENTS  
EXHIBIT A**

**126 W. PADDOCK, CRYSTAL LAKE, IL**

Plowing after 1 1/2" minimum snow fall

Description	Cost/hour	Cost/pound
Snow plowing		
Snow shoveling or snow blowing		
Calcium chloride salt mixture (applied to sidewalks)		
Peladow calcium chloride pellets (applied to sidewalks near landscaping)		
Rock salt (parking lot)		
Sand		

**81 CRYSTAL LAKE AVE., CRYSTAL LAKE, IL**

Description	Range	Cost/Occurrence	Cost/Pound
Snow plow driveway, shovel sidewalk to front door	1" to 2"/time		
	2" to 4"/time		
	4" to 6"/time		
	6" to 8"/time		
	8" to 10"/time		
	10" to 11"/time		
Calcium chloride salt mixture spread for sidewalks			
Rock salt spread for Driveway			

**Crystal Lake Public Library  
SNOW REMOVAL REQUIREMENTS  
EXHIBIT A**

**REFERENCES**

List names, street and e-mail addresses and telephone numbers of three references for whom your firm has performed this type of work during the previous season.

<b>Company name:</b>	
<b>Contact name:</b>	
<b>Street address:</b>	
<b>e-mail address:</b>	
<b>Phone number:</b>	

<b>Company name:</b>	
<b>Contact name:</b>	
<b>Street address:</b>	
<b>e-mail address:</b>	
<b>Phone number:</b>	

<b>Company name:</b>	
<b>Contact name:</b>	
<b>Street address:</b>	
<b>e-mail address:</b>	
<b>Phone number:</b>	

<b>Company name:</b>	
<b>Contact name:</b>	
<b>Street address:</b>	
<b>e-mail address:</b>	
<b>Phone number:</b>	

<b>COMPANY:</b>	
<b>SIGNED:</b>	
<b>PRINT NAME:</b>	
<b>TITLE:</b>	
<b>DATE:</b>	

## **Approval of Disbursements Policy**

The Crystal Lake Public Library will generally process payment of Accounts Payable once a month and will comply with the Illinois Prompt Payment Act.

Invoices received by the first Monday of the month, will be considered for payment at the next regular meeting of the Library Board. The Business Manager will be responsible for reviewing invoices, verifying accuracy, and complying with auditor requirements. The Executive Director will be responsible for approving for inclusion on the List of Disbursements. The Business Manager will prepare a List of all Disbursements for inclusion in the packet for the regular, monthly Library Board meeting.

From time to time, disbursements need to be made in between Board meetings. In addition, monthly electronic debits are reported on the bank statement. When this occurs, the payee, amount, and check number, if applicable, will be included on the List of Disbursements the following month.

The Library Board will review the List of Disbursements and approve or disapprove for payment.