

SNOW AND ICE REMOVAL CONTRACT

Snow and Ice Removal (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Snow Systems 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**
- Contract Exhibit C – Performance and Payment Bond**
- Contract Exhibit D – Partial Lien Waiver**
- Contract Exhibit E – Final Lien Waiver**

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.

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual contract period. Requests must 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 and pursuant to the CPI-All Urban Consumers, Chicago or 2.5% whichever is less.

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. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;

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 for one (1) year with four (4) possible one (1) year extensions. At the end of any 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.

For any year beyond the initial year, this Contract is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the “**Performance and Payment Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – 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 Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – 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, fines or fees 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, and/or violation of any law or regulation which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – 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.

1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of contractor's employee.

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 X – 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 XI – 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 XII – 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
mreynolds@vbg.org
mskibbe@vbg.org
ATTN: Director of Public Works

- WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc:brobinson@vbg.org

- IF TO THE CONTRACTOR: Snow Systems Inc.
600 North Wolf Court
Wheeling, IL 60090
stacey@snowsystems.com
ATTN: President

ARTICLE XIII – 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 XIV – 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 XV – SEQUENCE OF THE WORK

The Director of Public Works 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 XVI – SUPERVISION

The Director of Public Works 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 Director of Public Works. 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 Director of Public Works, 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 XVII – STANDARD OF WORK AND WORKERS

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

ARTICLE XIX – BLANK

ARTICLE XX – 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 Director of Public Works 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 XXI – 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 Director of Public Works or his authorized representative.

ARTICLE XXII – 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 XXIII – BLANK

ARTICLE XXIV – 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. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. 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.

E. 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 XXV – 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 XXVI – 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 XXVII – 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. TERMINATION OF CONTRACT.**
- a. **Voluntary Termination.** Notwithstanding any other provision hereof, the Village may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon fifteen (15) calendar days prior written notice to the Contractor. The Contractor may terminate this Contract, with or without cause, at any time upon forty five (45) calendar days prior written notice to the Village.
- b. **Termination for Breach.** Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within seven (7) calendar days of receipt of written notice of such breach from the non-breaching party.

K. COUNTERPARTS – This Contract may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

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

Snow Systems Inc.

By: _____
Name: Dane Bragg
Title: Village Manager

By: Stacey Hinson
Name: Stacey Hinson
Title: Director of Sales

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

Parking Lot Snow Removal

Scope of Work – The Village performs winter maintenance activities in the following Parking Lot Areas, including snow plowing, and salting including liquid deicers.

1. Pace & Metra Public Parking Lot Area (corner of Deerfield Parkway & Commerce Ct.)
 - a. 825 Commerce Ct. Pace & Metra
2. Village Campus Parking Lot Area
 - a. 51 Raupp Blvd. Public Service Center (PSC)
 - b. 46 Raupp Blvd. Police Department (East Lot)
 - c. 46 Raupp Blvd. Police Department (West Lot)
 - d. 50 Raupp Blvd. Village Hall (Including Youth Center)
3. Associated Sidewalks in and around Parking Lot Areas listed above and as shown on the attached maps

General Information - Parking Lots

The work is further described as furnishing equipment, consisting of trucks or equipment fitted with snow plows, box plows, salt spreaders, liquid dispensing systems and operators to remove snow and ice from designated parking lots in the Village in accordance with this Contract. The Contractor will complete this work by plowing and applying deicing materials to Village parking lots as directed by the BGPW Supervisory staff in accordance with the adopted annual Winter Maintenance Plan, and in accordance with this contract.

General Information - Sidewalks

Sidewalk snow is to be plowed/blown/broomed into available parkway or yard space. Sidewalk snow is NOT to be deposited into streets, driveways, etc. Sidewalk snow is NOT to be stacked on corners or in any other location that would restrict or limit visibility of pedestrians or motorists.

Contractor Duties: The Contractor agrees to:

- A. Maintain contractually awarded parking lots as designated by the Village during all snow events in accordance with all section of this Contract.
- B. Provide a minimum of one (1) Truck/Equipment and Operator per assigned Parking Lot Area, per 12 hour shift, plus a Contractor Crew Supervisor (regardless of awarded Lot assignments).
- C. Complete an activity report.
- D. Accomplish work in conformance with this Contract adhering to the Village adopted winter maintenance plan.

The Contractor shall provide snow plow services to the assigned Parking Lot Areas and Sidewalks, with an expectation of “bare pavement” at the conclusion of the winter storm event. The designated Parking Lots and Sidewalks are high volume areas of both vehicular traffic and foot traffic within the Village and are considered a High Priority of the annual adopted Winter Maintenance Plan.

The Village reserves the right to change the assigned Parking Lot Area during the contract to an area of similar size and difficulty should Village priorities change during the term of this contract.

Salt and Liquid deicer application rates will be determined by the BGPW Supervisory staff and the Contractor will be notified before starting the Parking Lot Plowing. Changes to application rates will be communicated from the BGPW Contract Manager to the Contract Supervisor who will relay any changes to all contract staff. All salt and liquid deicer materials for use on parking lots will be supplied by the BGPW (all materials located at the PSC). Materials will be loaded and measured prior to the beginning of an event by BGPW staff, and refilled as needed by BGPW staff. Following the conclusion of the storm event, all materials will be dumped and/or pumped back into Village storage facilities. Material usage will be tracked and monitored following each storm event and compared to other Route usages. The Contractor will be required to perform equipment recalibrations as directed by BGPW Supervisory staff if/when usages are out of anticipated proportions. The Contractor is required to calibrate all material spreading equipment (solids and liquids) prior to the beginning of the winter maintenance season, and recalibrate as directed by the BGPW.

Materials for deicing sidewalks are to be provided by the contractor.

Approximately one (1) hour before completion of plowing assigned Parking Lot(s), the Contract Crew Supervisor will contact the BGPW Contract Manager requesting inspection of the Lot(s). Upon inspection if areas are missed, or the plowing work fails to meet the BGPW standards, the Contractor will be directed to correct the work. Once the BGPW Contract Manager inspects and signs off on all completed contract work, the Contractor and staff will report back to the PSC for offloading of all materials.

Methodology: The Village believes as a minimum, to successfully plow and spread deicing materials across an assigned Areas, the Contractor will need the following equipment and personnel:

Equipment: (per awarded Parking Lot Area)

1. The vehicle shall be clear of excessive fluid leaks (of any kind). The Contractor shall be responsible for the cleanup of such fluids and all associated expenses.
2. One (1) truck capable of holding two (2) tons of Road Salt & fifty (50) gallons of liquid deicer. One (1) Loader with front lifting arms fitted with box plow (or V-plow) system a minimum of ten (10) feet in width, capable of lifting said box plow ten (10) feet in height to stack snow.
3. Trucks may be equipped with a hopper (or insert system) as an alternative to a dump body box.
4. Material spreaders shall be capable of accurate calibration, and application rate adjustment from inside the cab of the truck. Spreader adjustments required as described below:
 - a. Road Salt Application Rates (Calibrated)
 - i. 150 lbs. per mile
 - ii. 200 lbs. per mile
 - iii. 250 lbs. per mile
 - iv. 300 lbs. per mile
 - v. 350 lbs. per mile
 - vi. 400 lbs. per mile
 - b. Liquid Deicer Application Rates (Calibrated)
 - i. 10 gallons per ton
 - ii. 15 gallons per ton
 - iii. 20 gallons per ton
 - iv. 25 gallons per ton
 - v. 30 gallons per ton
5. Adjustable material broadcast spinner, adjustable inside cab of truck for single lane or multi-lane application.
6. The Contractor will provide all fluids and fuel for plow equipment excluding deicing materials for parking lots
7. The Contractor will provide all fluids and fuel for plow equipment for sidewalks including deicing materials
8. Equipment must be in good working order and in general good repair, and work effectively to complete the work as described in this Contract. If the equipment is not in good working order, as determined by the BGPW, the Contractor shall work to correct the deficiency to the satisfaction of the BGPW within twenty-four (24) hours, during which time the Contractor will provide another piece of equipment (or pieces of equipment) that are capable of completing the assigned work described in this contract. Failure shall result in a violation of this Contract.

Personnel:

1. Operators sufficiently familiar with the equipment to efficiently clear spreader stoppages, effectively adjust spreader rates, change plow blades and effect minor repairs, when necessary.
2. Operators fully licensed as required by all Federal and State Laws.
3. Operators with the ability to meet a one (1) hour response time to report to the PSC after the callout of the Contractor.
4. Operators sufficiently familiar with their assigned Route(s). The BGPW must be notified of any change in operators prior to an event, and replacement operator must have been previously approved to by the Village to work for the Village under this Contract.

Qualification of Equipment & Operator(s):

Equipment – The Contractor shall provide the Village a detailed list and description of all Equipment for each Parking Lot awarded as part of this Contract. The list shall include year, make, model of each vehicle, plow size, spreader type, controller brand the model. The Contractor may substitute trucks and equipment, provided they meet the required specifications as stated in this Contract and only when specifically approved by the BGPW. The Contractor is responsible for all costs of operations, including all repairs to Contractor’s equipment.

Equipment & Facility Inspections – An inspection by the Village of the equipment and facilities may be required at the operational headquarters or satellite facility of the Contractor upon twenty-four (24) hour notice. The Village shall have the ability to inspect all equipment at any time between November 1 and April 30 during the contractual winter season. At any time the Village may require the Contractor to repair, or adjust the equipment so that it meets the specifications of this Contract.

Breakdowns – The Contractor shall notify the BGPW as soon as a malfunction occurs. If the malfunction cannot be corrected or backup equipment is not brought in to finish the work within one (1) hour of the malfunction, penalties may be imposed. During an event, if a breakdown occurs, the Contractor may substitute the primary vehicle with another vehicle or equipment, providing the replacement unit meets the requirements as defined by this Contract.

Operating Procedures:

General Information - The Village of Buffalo Grove Public Works Department adopts an updated version of the Annual Winter Maintenance Plan annually. The plan follows Best Management Practices (BMP's) and Industry standards for annual winter maintenance in Buffalo Grove in an effort to meet the high service level expectations of our community. All Village owned and maintained Parking Lots are maintained following industry standard Best Management Practices (BMP's).

General Details:

1. Snowplowing and deicing speeds in Parking Lots are 20 mph Maximum
2. All vehicles shall remain in the assigned area of work. Vehicles shall not leave the assigned Lot(s) for any reason without the approval of the BGPW Contract Manager. Upon approval, the contract operator may leave their assigned Lot(s) to fill the vehicle with fuel, road salt, liquid deicer as needed.
3. Vehicles and equipment must remain in the corporate limits of the Village at all times during winter maintenance operations.
4. The Contractor shall report all damage to public or private property (mailboxes, parkways, curbs, signage, utility boxes, light poles & wires, etc.) to the BGPW Contract Manager at the end each snow event.

Note BGPW may perform repairs to parkways and charge back to the Contractor for time & material.

5. Assigned trucks and equipment shall perform Snow & Ice Control services only for the Village until released by the BGPW Supervisory staff.
6. The BGPW shall determine the application rate for all deicing materials. The BGPW shall set the application rates at the beginning of the event and may make adjustments at any point during an event. The Contractor shall not modify the application rate of any deicing materials without specific authorization from the BGPW.
7. All employees, agents, representatives, Subcontractors or other person or entity acting on behalf of the Contractor shall not exhibit inappropriate behavior toward other Operators, Village employees, other drivers, or residents while engaged in winter maintenance operations for the Village. Inappropriate behavior shall include, but is not limited to cursing, swearing, making threats, gestures, speeding, or reckless driving. The Village reserves the right to prohibit operators who exhibit this type of behavior.
8. In concert with plowable snow event, the contractor will clear sidewalks of accumulated snow using implementation adequate to accomplish the task (plow, broom, snowblower) as determined by the contractor. In the event of multiple smaller salting events that result in accumulated snow on identified sidewalks the contractor will clear accumulated snow as directed by BGPW supervisory staff. The successful contractor will make any/all sidewalks leading into facilities the highest priority. The successful contractor is responsible to inspect all sidewalks identified in this contract for pre-existing damage, cracks, joint offsets, adjacent sod damage, or any other previous condition. The Village is not responsible for any damage caused to the contractor's equipment during the completion of this activity.

Performance – It is required that any assigned Lot(s) and associated sidewalks be cleared to the satisfaction of the BGPW prior to the Contractor’s release. Pavement in the Lot(s) will be clear of snow and ice, corners rounded and tucked, and the curbs exposed. All work must be completed within a maximum of eight (8) hours from the time the snow has stopped falling (unless Lots are populated by parked vehicles, in which case the Contractor must have the Lot(s) clear within 8 hours of the Lot(s) emptying). Situations may arise that would prevent the Contractor from completing the work in the allotted time. It will be the sole discretion of the BGPW Supervisory staff to extend the amount of time allotted to complete the work. The BGPW must make the determination prior to the completion of the eight (8) hour time period otherwise the Contractor may face penalties. It is expected that Winter Maintenance services be performed in the following stages (consistent with the adopted annual Winter Maintenance Plan):

Village owned and maintained Parking Lots require varied levels of response, as daily usage will complicate snow removal and chemical applications.

Pace & Metra – The Contractor will have these Lots cleared of all snow and have applied deicing materials in the morning, 30 minutes prior to the first Train arrival. The Contractor will continue clearing snow in the drive isles of the Lots using a box plow (or V-plow) so as not to stack snow behind parked vehicles for the duration of the snow event. Road Salt and liquid deicer will be applied to the drive isles after each plowing pass. Drive isles should be cleared to the greatest extent possible between the isles of parked vehicles. After the event is over, or after the last train of the day leaves the station the Contractor will completely clear all snow from the Lots again and apply Road Salt and liquid deicer to the pavement.

Police Department (East & West Lots) – The Police Department Lots are considered “open for business” 24 hours a day, 7 days a week. As such, ongoing and continuous efforts are required to maintain these Lots. The Contractor will coordinate through the BGPW Crew Supervisor to have Police Equipment moved from Lot to Lot so that the Contractor can perform maintenance in the most efficient and safe way. PD staff will relocate units into a single Lot while the other Lot is being maintained, and then move units back so that the Contractor is not working around vehicles. After clearing snow from these Lots, Road Salt and liquid deicers will be applied. This process will be ongoing until the storm is finished, and all Lots have been cleared and winter chemicals have been applied.

Public Service Center and Village Hall – The Contractor will have these Lots cleared of all snow and have applied deicing materials in the morning, 30 minutes prior to the facility doors opening for business each day. The Contractor will continue clearing snow in the drive isles of the Lots using a box plow (or V-plow) so as not to stack snow behind parked vehicles for the duration of the snow event. Road Salt and liquid deicer will be applied to the drive isles after each plowing pass. Drive isles should be cleared to the greatest extent possible between the isles of parked vehicles. After the event is over, doors close at the end of the business day, the Contractor will completely clear all snow from the Lots again and apply Road Salt and liquid deicer to the pavement.

The Contractor may need to haul snow, or move snow to make room for more stockpiling around the Parking Lots. BGPW Supervisory Staff will inform the Contractor if this is the case, and the Contractor is expected to complete that request within 36 hours of being informed. Any costs associated with hauling or moving snow are the Contractor's expense.

During Plowing operations, the Contractor will apply road salt and liquid deicing materials at an application rate determined by BGPW Supervisory staff. The Contractor and staff will be required to make adjustments to the spread pattern width to conserve materials, and adhere to BMP's of winter maintenance.

The successful Contract bidder will be required to attend a half day training presentation at the PSC to go through the adopted winter maintenance plan in detail. Any/all operators and Crew Supervisors must attend. This training will take place during the early part of October, prior to the beginning of the winter maintenance contract season.

Communication: The Village shall have the capabilities to directly communicate by cell phone with all of the Contractor's operators:

1. Upon callout by the BGPW.
2. Upon arrival at the PSC.
3. When all vehicles have departed from the PSC after loading with de-icing materials and completing required reports.
4. At any time throughout an event
5. One hour (60 minutes) before apparent completion of the operator's route. The Contractor's operators shall call the BGPW Contract Manager one (1) hour before the apparent completion of the Route(s) to schedule on inspection of the Route(s).
6. Upon observing any unusual occurrence.

The Contractor's operators shall monitor the cell phone at all times for messages from the BGPW Supervisory staff. The Village shall have the capabilities to directly communicate by cell phone at all times with the Contractor. The costs for the Contractor's Communication system are incidental to the contract price.

Reports: The Contractor's operators shall complete any/all documentation or reporting prior to the commencement of snow plow operations, and at the end of each shift. These shift reports shall be approved by the BGPW Contract Manager prior to release. The Contractor's operator(s) shall sign each report before the operator is released. A shift report is required for each set of equipment for each shift worked.

Release: The Contractor's operators and equipment are released:

1. After all unused salt and liquid de-icing material is returned to the BGPW stockpile; or
2. After the BGPW Contract Manager has obtained a completed copy of shift report(s) signed by the operator; and,
3. After the Work is completed and the BGPW Contract Manager has agreed that the Work has been completed to the Village's satisfaction; and,
4. When so directed by the Village representative.
5. In the event of a "shift change" the Contractor's staff will report to the PSC to take over their assigned winter maintenance duties. Staff on the street will return contractual equipment to the same location to hand off winter maintenance responsibilities to the next Contractor crew.

Measuring Snow Accumulation: The Village will obtain the services of a third party firm who will measure accumulation of snow within the corporate boundaries of the Village. The Village will designate the measurement location(s) and firm(s) providing the service. The third party, at a minimum, will:

1. Measure and report inches of snow accumulation from the designated location using generally acceptable practices within the industry.
2. The Village will forward snow accumulation to the Contractor after each callout.
3. This weather data will be the official data used to count snow accumulation for the purpose of determining seasonal snow inch data.

Counting Snow Accumulation: The official snow accumulation will be measured and rounded to the nearest tenth of an inch.

Compensation: The annual cost for the Contractor's performance of the Work as described in this Contract shall be hereinafter called the "Base Contract Price". The Base Contract Price includes performance of the snow and ice control services for all sections as defined in the Contract for an annual snow accumulation up to 40 inches of snow.

For any year in which the snow season (November thru April) accumulation is above 40.1 inches, Contractor will be entitled to the Base Contract Price plus a T&M hourly rate per truck for each hour of Work that the Contractor performs under this Contract after the 40.1 inch mark is reached. If the 54" mark is reached during an event in accumulation, the hourly rate would begin at the time the seasonal inch total for Buffalo Grove reached 40.1 inch, as prorated by inch per hour of the event.

Contractual Deductions: The Village reserves the right to make deductions from the Base Contract Price for the Contractor's failure to perform and complete the Work in accordance with this Contract as follows:

1. Each driver/operator who fails to respond to a callout as described will result in a deduction of \$500.00 per driver/operator.
2. Each equipment malfunction, which takes more than 1 (one) hour to correct, or more than 1 (one) hour to provide sufficient back-up as described will result in a deduction of \$125.00 for every hour, beyond the original 1 (one) hour to correct or provide proper back-up as outlined in this section. The deduction shall only apply for the actual time the BGPW places a vehicle in a route that the breakdown occurred.
3. Each failure to conform to this Contract and not previously stated in this section will result in a deduction of \$100.00, per occurrence. Each day that a failure to conform continues shall be deemed a separate occurrence.
4. Repeated failures to perform shall be considered a breach of the contract and may result in a termination of the contract.

Payment Calendar: During the term of this Contract and subject to any Contractual Deductions, the Village shall remit to the Contractor 1/5th the Base Contract Price (0-40 inches), in five equal payments.



Sidewalk Snow Removal

Village Campus Area

GIS Consortium

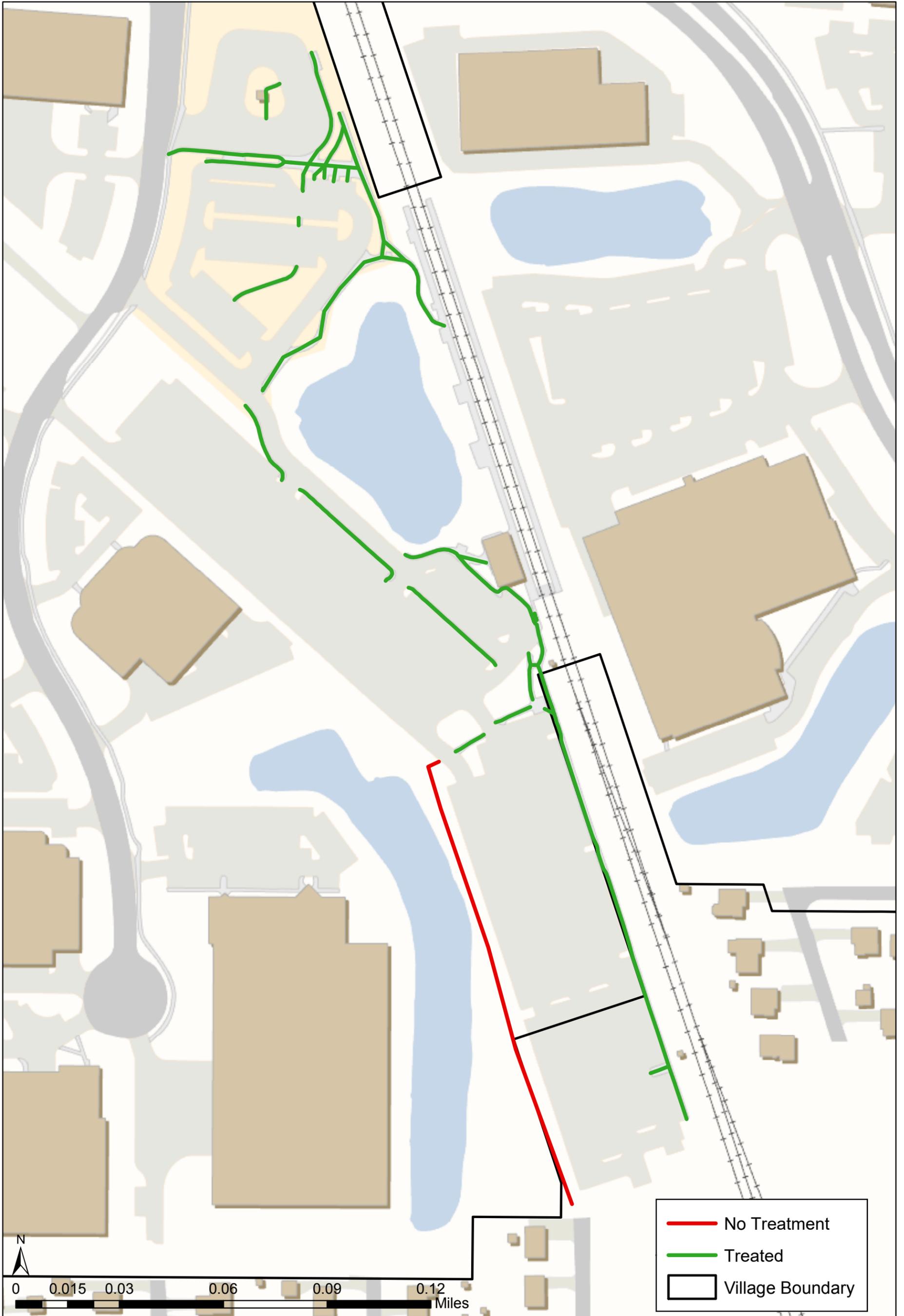




Sidewalk Snow Removal

Pace & Metra Area

GIS Consortium



CONTRACT EXHIBIT B- SCHEDULE OF PRICES

Seasonal Contract with 40" Cap & Per Inch Over

This service includes all plowing, salting, sidewalk services, refreeze events & blowing and drifting up until the seasonal cap (40") for that zip code. Once the seasonal cap has been met, the Village will be billed at the per inch price for any additional snowfalls the remainder of the season.* Seasonal totals will come from Weather Works.

Location Name	40"	(5) Payments	40^"
Metra	\$ 55,500.00	\$ 11,100.00	\$ 1,586.00
Village Campus	\$ 24,500.00	\$ 4,900.00	\$ 700.00
Totals	\$ 80,000.00	\$ 16,000.00	\$ 2,286.00

CDL Staffing Support

The Contractor and the Village agree to discuss optional staffing support. An amendment will set forth service costs, response time, staffing levels, and minimum notification requirements.

CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the "Principal") and _____ (the "Surety"), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the "Village"), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Snow and Ice Removal contract between Principal and the Village dated ___ day of _____, 20___, (hereinafter referred to as the "Contract"), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ___ day of _____, 20___.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

CONTRACT EXHIBIT D- PARTIAL WAIVER

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the owner.
 THE undersigned, for and in consideration of _____
 (\$ _____

) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____
 ADDRESS _____
 SIGNATURE AND TITLE _____

***EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT**

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
 (COMPANY NAME) _____ WHO IS THE
 CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
 LOCATED AT _____
 OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE (INCLUDE EXTRAS*)	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____
 SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, _____

***EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.**

 NOTARY PUBLIC

CONTRACT EXHIBIT E- FINAL WAIVER

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating
to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of
\$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses
of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub
contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to
become due to each, and that the items mentioned include all labor and material required to complete said work according to
plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for
material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC