

Proposal Submitted by: (print or type)
Contractor Name
Address
City, State Zip

Village of Mettawa
Lake County, Illinois

October 7, 2009

**Request for Proposals
for
2009 – 2010 Snow Removal Services**

Specifications and Proposal Form

prepared by:

JAMES ANDERSON COMPANY
ENGINEERS, PLANNERS, AND SURVEYORS
920 WEST NORTH SHORE DRIVE
LAKE BLUFF, ILLINOIS 60044

—●—
847-295-3322
847-295-0734 (FAX)

Request for Proposals

Requested by: Village of Mettawa

Project: **2009 – 2010 Snow Removal Services**

Proposal Receipt Date: October 14, 2009

Proposal Receipt Time: 2:00 P.M.

NOTE: BIDS MUST BE RECEIVED BEFORE THE DATE AND TIME INDICATED ABOVE

RETURN SEALED BIDS TO:

Village of Mettawa
c/o James Anderson Company
920 West North Shore Drive
Lake Bluff, Illinois 60044

It is the intent of the Village to retain a contractor to perform snow removal services as specified in this proposal between about November 15, 2009 and April 15, 2010. The selected Contractor will provide 24-hour service including Saturdays, Sundays, and holidays.

Proposals will be opened by Village Officials and later reviewed and discussed by the Roads and Trails Committee. Said Committee will recommend to the Village Board award to the bidder with the lowest responsible proposal. The Village Board will probably accept one of the proposals at it's regular October meeting.

General Scope of the Proposal

The Contractor will provide the following general services:

- Plowing and salting of designated Streets listed later in this document.
- Fulfill the items and requirements of work delineated in this request for proposals.
- Several alternates to provide plowing and salting of several privately maintained public streets.

PROPOSAL REQUIREMENTS

Each proposal shall include the following information:

1. The proposal must be submitted on the included Proposal Form. Failure to use said form, or failure to fill out said form completely may be grounds for rejecting the proposal. The entire packet is to be returned with the Proposal Form
2. *Prequalification of the bidder:* Bidders must include a list of previous snow removal jobs of similar magnitude, which the Village will use to verify the ability and level of service the bidder has supplied.

GENERAL CONDITIONS

Responsibility for Proposals: Costs incurred by any individual, group, or firm in the preparation and submittal of the proposal requested herein, are the sole responsibility of said individual, group, or firm.

Binding: Each bidder shall be bound by his/her proposal for a term of thirty (30) calendar days from the proposal due date. A bidder may withdraw his/her proposal by written request prior to the date and time of the proposal opening.

Signing of Proposal: If the party submitting the proposal is a corporation, the legal name of the corporation shall be set forth, together with the signatures of the officers authorized to sign proposals on behalf of the corporation. If the party submitting the proposal is a partnership, the true name of the firm shall be set forth, together with the signatures of all the partners. If the party submitting the proposal is an individual, his/her signature shall be provided.

Quantities: Quantities appearing in the proposal schedule are approximate and are prepared for the comparison of proposals. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as required by actual weather conditions.

License: Each party submitting a proposal shall possess federal, State, and local licenses as are required by law, and shall furnish satisfactory proof to the Village upon request that the licenses are in effect during the entire period of the contract.

Taxes: The bidder is to include all applicable State and federal taxes in the Proposal. The bidder should not include any State or federal taxes from which the Village is exempt.

Award of Proposal: The award of any proposal may be made to the bidder that submits the proposal that is in the best interest of the Village as evaluated by the Village. Such evaluations will include the experience of the bidder and his/her capabilities. Other factors deemed by Village to be in the best interest of the Village may be considered. The Service Provider Agreement is attached at the end of this document.

In addition, the Village reserves the right to accept or reject any or all proposals and to waive any informality in any proposal.

INSURANCE REQUIREMENTS

The Contractor shall obtain and thereafter keep in force insurance according to the following:

Hold Harmless Clause

The Contractor and his Surety agree to indemnify, save harmless and defend the Village of Mettawa, its agents, servants, employees, and James Anderson Company and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Village of Mettawa, its agents, servants, or James Anderson Company.

Liability Insurance

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Commercial General Liability

Commercial General Liability shall be purchased in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use thereof.

Worker's Compensation

Worker's Compensation Insurance shall be maintained covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois.

Automobile Liability

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Minimum Limits of Liability

Commercial General Liability Insurance

General Aggregate Limit \$2,000,000

Products Completed Operations Aggregate Limit \$2,000,000

Personal and Advertising Injury Limit \$1,000,000

Each occurrence Limit \$1,000,000

Automobile Liability

Bodily Injury, Property Damage and Covered Pollution Cost or Expense

(Each Occurrence Limit) \$1,000,000

Insurance certificates shall be received within five (5) days after the executed contract has been mailed to the Contractor.

Insurance Conditions

Village of Mettawa, its agents, officers and James Anderson Company shall be named as additional insured under ISO (Insurance Services Office) additional insured endorsement CG 20 26, edition date 10/93 or its equivalent. The Contractor's insurance shall be primary and non-contributory. The contractual liability insurance coverage shall be broad enough to respond to the liability assumed by the Contractor and his Surety in the Hold Harmless Clause contained herein. Coverage shall be provided for Village of Mettawa, its officers, agents, and James Anderson Company, all members of Boards, Commissions, Committees, Trustees and Organizations of the Village, all volunteers and members of volunteer organizations and other nonpaid personnel, while acting on behalf of the Village.

SCOPE OF THE PROJECT

The work to be done under this proposal includes the furnishing of all supervision, labor, materials, tools, equipment, and incidentals of every kind and description necessary for completion of the work, in accordance with the specifications included herein.

The Contractor shall at all times have a competent person in charge of the work crew that the Village may contact with concerns. Such person shall be authorized to act upon said concerns to the satisfaction of the Village. The Contractor shall submit in writing, the names, addresses, and telephone numbers of persons in his/her organization to whom instructions may be given by the Village representative on a 24-hour-per-day basis.

The Contractor shall pay all federal, State and local taxes as may be applicable on all materials, labor, and services furnished by him/her under the proposal, and the amounts of such taxes shall be included in the unit prices bid.

AUTHORITY OF THE VILLAGE

All work shall be done under the supervision of Village personnel. The Village shall decide all questions, which arise as to the quality and acceptability of work performed, rate of progress of the work, interpretation of the specifications, compensation disputes, and mutual rights between the Contractor under the specifications.

In case of failure on the part of the Contractor to execute the work ordered by the Village, the Village may after giving notice in writing to the Contractor, proceed to execute such work as it deems necessary, and the cost thereof shall be deducted from compensation due, or which may become due to the Contractor under the contract.

RIGHT OF THE VILLAGE TO TERMINATE THE CONTRACT

Should the Contractor fail to meet the quality standards of the Specifications or fail to perform any provisions of the contract, or fail to proceed at a satisfactory rate of progress, or within cost limits satisfactory to the Village, the Village, after five (5) days written notice to the Contractor, may, without any prejudice to any other remedy, make good the deficiencies resulting from faulty workmanship and may deduct the cost thereof from the payment then or thereafter due to the Contractor, and/or terminate the contract.

PROPERTY DAMAGE

The Contractor will be responsible for all damage to property, including, but not limited to curbs, parkways, and mailboxes, caused by snow removal operations. In the case of damaged mailboxes, the

Contractor shall place a temporary mailbox on site as soon as practical after damage. The Contractor shall make all permanent repairs as soon as possible but no later than at the end of this contract. The Contractor will not be held liable for normal freeze/thaw damage to Village pavements. The Village shall make an inspection of all Village streets before final payment is made under this contract. The Village shall inform the Contractor of the defects to be remedied before final payment can be made.

RETAINER

A \$12,500.00 retainer will be paid by the Village for the complete project. The retainer will be paid to the Contractor in five equal monthly installments of \$2,500.00 each, starting with December. The retainer is a guaranteed minimum monthly payment to the Contractor. The Contractor shall submit an invoice for the previous month's work to the Village each month at least 7 days prior to the scheduled monthly Village Board meeting (generally the third Tuesday of the month). The Village will pay the amount of the invoice for completed work for the previous month or the retainer amount, whichever is greater.

DURATION OF CONTRACT

This is a one-season proposal and shall be in full force during the winter season from the first winter storm event about November 15, 2009, through the last winter storm event about April 15, 2010. The Contract is subject to the right of the Village to cancel and terminate the same at any time by giving the Contractor a five (5) day written notice. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed and equipment furnished under the terms of the proposal prior to the effective date of such cancellation. This includes a prorated share of the retainer to date if more than the actual amount to be billed, but the Contractor shall not be entitled to receive any damages due to such cancellation or any further payment whatsoever, including the remainder of the retainer.

PAYMENT

All payments for snow removal services will be made according to the schedule of prices in the proposal.

PROSECUTION OF WORK

It is imperative that all Contractor equipment be in good operating condition at all times to secure maximum working efficiency and prevent unnecessary failures. TIME IS OF THE ESSENCE in completing snow removal operations. THE CONTRACTOR SELECTED TO RENDER THIS SERVICE SHALL EXERT EXTRAORDINARY EFFORT. THIS WORK MUST TAKE PRIORITY OVER ALL OTHER WORK.

SNOW REMOVAL OPERATIONS

The Contractor is required to determine the work specifically required to allow traffic safely to traverse the Village roads. The Village understands that winter driving conditions can be difficult during snow and attendant ice events. These are the general requirements of the contract:

1. Generally snow and ice removal operations shall progress in the following order (see attached Village Road Map – Exhibit A):
 - a) Riverwoods Boulevard
 - b) Bradley Road
 - c) Old School Road east of St. Mary's Road
 - d) Old School Road west of St. Mary's Road and Little St. Mary's Road

- e) Meadowoods Lane, Northwoods Lane, Southwoods Lane, and Westwoods Lane
 - f) Twin Drive and Mettawa Lane
2. The Village MAY award some or all of the streets listed as “alternates” on the proposal form. The unit prices for this work is to be bid separately by the bidder as indicated on the proposal form. The decision to award any or all of this alternate work will be made by the Village. If any portion of this work is awarded, it will be subject to the same level of service by the Contractor as Roads d, e, and f, listed in Item 1, above.
- g) Farwell Road and Bennett Road
 - h) Mettawa Woods Drive
 - i) Trail Drive and Trail Court
 - j) Emma Lane
 - k) Indian Ridge Road
 - l) Shagbark Lane
3. It is the desire of the Village to provide bare pavement on roads a, b, and c, listed above within 1 to 2 hours after a winter storm ceases. Roads d, e, and f are to be melted to bare pavement within 2 to 3 hours after the cessation of any storm event. If the temperature is below 15 degrees Fahrenheit, these times will be extended due to the reduced effectiveness of salt.
4. If roads are in a slippery condition, such as ice covered pavements, the Contractor shall immediately apply salt to melt the ice to allow traffic to travel safely.
5. Snow plowing operations are to begin when 2 inches of snow have accumulated on the pavements.
6. Pavements are to be plowed edge to edge, or curb to curb, including shoulders where applicable. This is very important to keep the pavements passable after large accumulations, numerous passes of snow plows, and extended periods of below freezing temperatures. Most Village pavements will require at least two passes in each direction to achieve this result.
7. Intersections and cul-de-sacs are to be cleared completely.
8. Many Village pavements are very narrow. Use of smaller equipment may be required to plow the narrow tightly curved pavements.
9. Salt is to be spread after plowing when conditions warrant.
10. Snow plowing will continue after each additional 2 inches of snow accumulation.
11. The Contractor shall maintain a force of qualified personnel and equipment sufficient to perform one complete edge to edge or curb to curb plowing and salting on all streets each 1.5 hours.
12. This contract requires at least the following equipment to be available at all times for this contract:
- a) two (2), 4-wheel drive trucks each with 9 foot snow plow, salt spreader, and the capability of carrying at least 4 tons of salt
 - b) one (1), $\frac{3}{4}$ - or 1-ton 4-wheel drive truck with 8 foot snow plow
 - c) one (1) additional $\frac{3}{4}$ - or 1-ton 4-wheel drive truck with 8 foot snow plow *if* more than one of the alternates is awarded
 - d) the Contractor may utilize different equipment than that listed above for any storm event, subject to completing the project as delineated herein but the Contractor must have at least the minimum equipment available and uncommitted to be considered for this work

13. The Contractor equipment is to have a permanent sign affixed on each side of the truck indicating Contractor name, town, and phone number. Each truck is to be equipped with flashing amber lights.
14. The Contractor is required to install approximately 300 lineal feet of snow fence on each side of the Bradley Road pavement to the south of Old School Road. Plastic snow fencing with steel posts at 6 foot intervals is acceptable. The Contractor is required to maintain the snow fence for the duration of the contract.
15. The Contractor is responsible to avoid piling snow in cul-de-sacs in front of driveways and mailboxes.
16. Some shoulders are low and the Contractor can expect to experience difficulty plowing edge to edge. This condition will not relieve the Contractor from the responsibility to completely clear each pavement.
17. The Village will provide salt to the Contractor. The Village is investigating the possibility of storing its salt at a neighboring municipality's yard, to be loaded in the Contractor's trucks by said municipality. Alternatively, arrangements will be made to ship the salt to the Contractor's desired location. If the salt is delivered to the Contractor, care shall be taken to use Village salt ONLY in the Village of Mettawa.
18. Depth of snow accumulation is measured by the Village Engineer by averaging measurements taken at three locations within the Village.

PROPOSAL FORM

The undersigned submits a proposal for snow plowing and salting of the listed streets throughout the Village of Mettawa to achieve totally clear pavements in accordance with the attached documents. Proposals shall be accepted on this form only. The entire request for proposals is to be returned with this proposal. All proposals are to be delivered to Village of Mettawa, c/o James Anderson Company, 920 West North Shore Drive, Lake Bluff, Illinois, 60044, by 2:00 P. M., on October 14, 2009.

Proposals will be accepted on this form only.

Schedule of Prices

Proposal for Roads A through F listed above

<u>type of event</u>	<u>estimated quantity</u>	<u>proposed price per event</u>	<u>proposed amount</u>
salting only operation for ice event	6	_____	_____
plowing and salting, per 0" to 2" accumulation	35	_____	_____
install and maintain approximately 600 lineal feet of snow fence	lump sum	_____	_____
store and load Village salt, per semi-load delivered	6	_____	_____
load salt at municipal yard (see specs), per loading	35	_____	_____
<i>total proposed amount for this section</i>			\$ _____

ALTERNATE 1 Proposal for Farwell Road and Bennett Road (Road G)

<u>type of event</u>	<u>estimated quantity</u>	<u>proposed price per event</u>	<u>proposed amount</u>
salting only operation for ice event	6	_____	_____
plowing and salting, per 0" to 2" accumulation	35	_____	_____
<i>total proposed amount for this section</i>			\$ _____

PROPOSAL FORM (continued)

ALTERNATE 2 Proposal for Mettawa Woods Drive (Road H)

<u>type of event</u>	<u>estimated quantity</u>	<u>proposed price per event</u>	<u>proposed amount</u>
salting only operation for ice event	6	_____	_____
plowing and salting, per 0" to 2" accumulation	35	_____	_____
<i>total proposed amount for this section</i>			\$ _____

ALTERNATE 3 Proposal for Trail Drive and Trail Court (Road I)

<u>type of event</u>	<u>estimated quantity</u>	<u>proposed price per event</u>	<u>proposed amount</u>
salting only operation for ice event	6	_____	_____
plowing and salting, per 0" to 2" accumulation	35	_____	_____
<i>total proposed amount for this section</i>			\$ _____

ALTERNATE 4 Proposal for Emma Lane (Road J)

<u>type of event</u>	<u>estimated quantity</u>	<u>proposed price per event</u>	<u>proposed amount</u>
salting only operation for ice event	6	_____	_____
plowing and salting, per 0" to 2" accumulation	35	_____	_____
<i>total proposed amount for this section</i>			\$ _____

ALTERNATE 5 Proposal for Indian Ridge Road (Road K)

<u>type of event</u>	<u>estimated quantity</u>	<u>proposed price per event</u>	<u>proposed amount</u>
salting only operation for ice event	6	_____	_____
plowing and salting, per 0" to 2" accumulation	35	_____	_____
<i>total proposed amount for this section</i>			\$ _____

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (herein “**Agreement**”), dated as of the day of _____ 20____, the date of acceptance and approval by the VILLAGE OF METTAWA, Illinois (hereinafter the “**Village**”), is entered into by and between the Village and _____ (herein “**Service Provider**”). In consideration of the mutual promises and covenants herein contained, it is agreed by and between the Village and the Service Provider (collectively the Village and the Service Provider are hereinafter “**Parties**”) as follows:

I. Recitals.

- A. The Village is an Illinois municipal corporation and home rule unit as described in the Constitution of the State of Illinois.
- B. The Service Provider is an entity which provides snow removal services: plowing, salting and related services, all as set forth in the proposal attached hereto and hereby made a part hereof (herein “**Proposal**”).

II. Payment by the Village.

Within thirty (30) days of receipt of invoices from the Service Provider, the Village shall pay the Service Provider on the basis set forth in the Proposal for the services herein to be provided by said Service Provider.

III. Services to be Performed by the Service Provider.

The Service Provider will perform and provide the services to the Village as set forth in the Specifications and Proposal.

IV. Miscellaneous Provisions.

- A. The Parties shall do all things necessary or appropriate to carry out and expedite the terms and provisions of this Agreement.
- B. This Agreement shall be effective for a term of one (1) year from the date of acceptance hereof. It shall bind the successors and assigns of the Village, its corporate officials, and its and their successors in office, and its and their respective successors in interest, as well as the Service Provider and/or any other Service Providers’ association and/or maintenance association created by the Service Provider, their heirs, devisees, successors and assigns,

grantees, their corporate officials, and its and their successors in office.

C. By execution hereof:

1. Each Party hereto certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Sections 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33 –E-3, 5/33-E-4), that it has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2-105(A) (4), and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).
2. In addition, in order to comply with 65 Illinois Compiled Statutes 5/11-42.1-1, the Service Provider does hereby swear and affirm that: (a) it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or (b) the Service Provider is contesting, in accordance with the procedures established by the appropriate revenue statute, the liability for the tax or the amount of the tax; and (c) the Service Provider further understands that making a false statement herein is a Class I Misdemeanor that voids this Agreement and allows the Village to recover all amounts paid the Service Provider under this Agreement.
3. Each signatory for a Party warrants to the other Parties hereto that the execution, delivery and performance of this Agreement by the Party on whose behalf such signatory is signing, and its consummation of the transactions contemplated hereby have been duly and effectively authorized. Each signatory further warrants that this Agreement has been duly executed and delivered by such Party and is a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms.

D. The failure of either Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement.

1. The continuation of any breach by a Party of the covenants contained in this Agreement, including the failure of any Party to perform any provision of this

Agreement required of it to be performed and the performance by any Party of an act or acts prohibited by any provision of this Agreement (herein “**Default**”) for thirty (30) days following written Notice by the non-defaulting Party specifying such default to the defaulting Party shall permit the non-defaulting Party, at its sole discretion: i) to terminate this Agreement, or ii) to enforce or compel the performance of this Agreement by such defaulting Party by suitable action or other proceeding brought in law or in equity.

2. The Service Provider and its successors and assigns shall, and hereby covenants to, indemnify and hold harmless, the Village and its agents, officers, independent contractors and its and their representatives, and the successors and assigns of each at all times from and after the date of this Agreement and in respect to any and all loss, liability, expenses, costs, actions, causes of action, lawsuits, claims, demands, losses, liabilities, costs and expenses, other deficiencies, including but not limited to interest, penalties, reasonable attorneys fees and expenses of litigation (herein “**Damages**”), insofar as such Damages arise out of, are based upon, or result from an event of Default as defined above as well as any Damages directly relating to:

a. Any misrepresentation or breach of any covenants by the Service Provider made or contained in this Agreement or in connection therewith, or in any certificate, document or instrument delivered on behalf of such Service Provider under or in connection with this Agreement; and

b. Any and all actions, suits, proceedings or claims demands, assessments, and/or judgments brought by or awarded to a third person not a Party to this Agreement incident to or as a result of any action undertaken by such Service Provider concerning the matters or transactions contemplated by or provided for under the terms of this Agreement or with respect to any and all claims, demands, causes of action, costs and expenses, arising out of or related to this Agreement or any omission, wrongful act or negligence of the Service Provider and/or its employees, contractors, subcontractors, and/or agents.

E. The rights or remedies under this Agreement are exclusive to any other rights or remedies

which may be granted by law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

1. If any provision of this Agreement is capable of two (2) constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.
 2. In the event any provision of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof. In addition, the invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision of this Agreement.
 3. This Agreement has been negotiated by all Parties. This Agreement shall not be construed more strictly against the Village than against the Service Provider merely by virtue of the fact that this Agreement has been prepared by legal counsel for the Village. It is recognized and acknowledged by the Service Provider and the Village that both the Service Provider and the Village have contributed substantially and materially to the preparation, form, substance and content of this Agreement.
- F. Except as expressly set forth herein, this Agreement constitutes the entire Agreement between the Parties with respect to the relationship of the Parties contemplated herein, and supersedes all prior and contemporaneous Agreements and undertakings of the Parties pertaining to the subject matter hereof. Accordingly, to that end or for any other reason deemed by both Parties to be mutually beneficial to both Parties, the terms of this Agreement may be modified and amended from time to time by a written Amendment To this Agreement, signed by the Parties hereto or their successors and assigns following public hearings required by law.
- G. No Third Party Beneficiaries. Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement, unless such third party is a new Service Provider.
- H. Headings. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the

meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.

V. Remedies.

- A. Remedies. In the event of any Default, any other Party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement. The Party prevailing in such enforcement proceeding shall be entitled to recover its Damages from the other Party. This provision is in addition to any other remedy of the Village contained in the Proposal.
- B. Notice and Cure. No Party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Paragraph A of this Section without first providing Notice to the breaching Party of the breach or alleged breach and allowing a period of thirty (30) days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said thirty (30) day period notwithstanding diligent and continuous effort by the Party receiving Notice with said Party having promptly commenced to cure the violation or failure and having thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

VI. Notices.

- A. All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

If to the Service Provider:

If to the Village:

Village President Village of Mettawa 26225 N. Riverwoods Blvd., Box M Mettawa, IL 60045	with copies to:	Village Clerk Village of Mettawa 26225 N. Riverwoods Blvd., Box M Mettawa, IL 60045	and:	Village Attorney John J. Zimmermann, Esq. Raysa & Zimmermann, LLC 22 South Washington Ave. Park Ridge, IL 60068
Village of Mettawa				JAMES ANDERSON COMPANY

B. Any Party hereto may change the place and/or person listed above and/or add persons to the above list for the giving of Notice by Notice given ten (10) days prior to the effective date of such change.

IN WITNESS WHEREOF, the Service Provider makes this offer and have entered their hands and seals as of the day first above written.

SERVICE PROVIDER:

VILLAGE:

VILLAGE OF METTAWA, Illinois

Attest:

(SEAL)

By: _____
Village President

Village Clerk