

AGREEMENT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT is made this 28th day of October 2024, by and between, Langton Group, having a principal place of business at 4510 Dean St, Woodstock, Illinois (hereinafter referred to as "Contractor"), and the Board of Education of Lisle Community Unit School District #202, DuPage County, Illinois (hereinafter referred to as the "Board" or "District"), as follows:

1. Scope of Services

The Board retains Contractor to provide the snow removal services and equipment, as more fully described in the attached Bidding Documents ("Lisle Community Unit School District 202 Snow Removal Services Bid Specifications"), in accordance with Contractor's Base Bid for the 2024-25 school year, and options for school years 2025-26, 2026-2027, 2027-2028, and 2028-29 if instituted by the Board, and Contractor agrees to provide the services and equipment specified in said Documents. For the purposes of this Agreement, the Bidding Documents are incorporated herein by reference and made a part hereof.

2. Status as Independent Contractor

Contractor and the Board are contractors independent of one another, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Contractor shall be responsible for payment of all taxes imposed in connection with its performance of services and receipt of fees under this Agreement.

3. Applicable Law

This Agreement shall be governed by the laws of the State of Illinois.

4. Notice

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Board:

**Lisle Community Unit School District #202
Attention: David Wilkinson, Director of Finance
925 Burlington Avenue
Lisle, Illinois 60532**

If to the Contractor:

Langton Group
Attention: Brian Shamash, Executive Account Manager
4510 Dean St
Woodstock, Illinois 60098

Emergency Notice of Failure to remove snow may be provided to the Contractor by email to brian.langtongroup@gmail.com.

5. Binding Effect of Agreement

This Agreement shall inure to the benefit of the Board, its agents, representatives, officers, directors, assigns and successors and shall bind Contractor, and its agents, representatives, successors and assigns.

6. Assignment

Contractor agrees not to assign or sell any rights to this Agreement to a third party or parties without the prior agreement of the Board. Such action without approval shall authorize the Board to immediately terminate this Agreement.

7. Cancellation

A. Noncompliance: Noncompliance is defined as, but not limited to, the failure to perform the snow removal and/or salting services set forth in the Snow Removal Services Bid Specifications.

B. Cancellation: In the event that the Contractor at any time fails to comply with, fully perform or strictly adhere to any covenant herein contained to be performed by the Contractor, or its agents or employees, the District shall give twenty-four (24) hours notice in writing to the Contractor of such failure. In the event that the Contractor does not remedy such failure to comply with twenty-four (24) hours from the receipt of such notice, then at the option of the District this contract may be terminated by delivery to the Contractor of written notice of such election to terminate. Repeated instances of the same or similar failures to comply with, fully perform, or strictly adhere to any performance requirements shall also be grounds for the District to terminate this Contract on twenty-four (24) hours notice to Contractor, even if such failures are remedied as set forth above.

The Contractor shall remain liable for the total cost to the District of snow removal and salting. Failure to exercise cancellation rights within twenty-four (24) hours does not preclude any subsequent right to exercise at a later date. Any waiver by the District as to any incidence of non-performance shall serve only as a waiver as to that specific incidence and not to any future incidence of non-performance. If this contract is

terminated in accordance with any of the foregoing provisions, all of Contractor's rights shall cease.

8. Extension

The Board reserves the right to extend this Agreement for up to four one-year periods as set forth in the Bid Specifications.

9. Complete Understanding

This Agreement, including the attached Bidding Documents, the terms of which are incorporated herein and made a part hereof, set forth all of the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

10. Amendments

Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

11. Governing Law

This Agreement is governed by the laws of the State of Illinois and venue for all actions relating thereto shall lie in the circuit court of DuPage County, Illinois, or in the United States District Court for the Northern District of Illinois, Eastern Division.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

BOARD OF EDUCATION
LISLE COMMUNITY UNIT SCHOOL DISTRICT 202,
DUPAGE COUNTY, ILLINOIS

By: _____
Board President

Attest: _____
Board Secretary

Date: _____

Date: _____

LANGTON GROUP

By: _____

Its: _____

Date: _____