

Inland Commercial Property Management, Inc.  
2901 Butterfield Road  
Oak Brook, IL 60523  
Phone: 877.206.5656  
Fax: 630.218.5270

## **Request for Proposal – Snow Removal**

**Date:** August 7, 2009

**Attention:** All Contractors

**Submit Proposal to:** Dale Rammien  
Email: [drammien@inlandrealestate.com](mailto:drammien@inlandrealestate.com)  
Phone: 630.218.5262 Fax: 630.645.3785

**Proposal Submittal Deadline Date:** **September 4, 2009 at 8:00 p.m. CST**

Online electronic submittal of bids (proposals) is encouraged, and these bids will be given priority. The Inland Commercial Property Management, Inc (ICPM) reserves the right to accept, or reject, any or all bids resulting from a "request for bid", or a non-solicited bid. ICPM reserves the right to waive any irregularities in the bidding, when deciding awards. ICPM does not accept liability for bids not received, or received late, due to online electronic submittal failure, or any other delivery failure.

Questions and inquiries pertaining to this Request for Proposal shall be emailed, at least 48 hours before the closing date-time.

Inquiries about award status shall be emailed.

Email: ([drammien@inlandrealestate.com](mailto:drammien@inlandrealestate.com)).

**Location:** Single or Multiple Locations, as identified on the attached Inland Commercial Property Management, Inc, List of Properties Available for Contract

Refer to attached List of Properties Available for Contract.

**Scope of Work:** Snow Removal and Control, during Winter Season

Provide labor, equipment, and materials to satisfactorily perform the services specified in the Snow Removal Contract reference, which is included with this request for proposal.

Services are required anytime the specified conditions arise on the property, from November 1 through April 30, during the life of the contract, which could be 1-year, 2-year, or 3-year.

[See: Snow Removal Contract (Reference)]

**INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.  
SNOW REMOVAL (2009)**

|                 | Property Name                             | Address                            | City/State                   |
|-----------------|-------------------------------------------|------------------------------------|------------------------------|
| <b>ILLINOIS</b> |                                           |                                    |                              |
| 1               | Berwyn Plaza #10252                       | 6901-23 W. Ogden Ave.              | Berwyn, IL 60402             |
| 2               | Bohl Farm #10301                          | Northwest Highway & Exchange Drive | Crystal Lake, IL 60014       |
| 3               | Butera Market #10201                      | 1256-90 E. Chicago Ave.            | Naperville, IL 60540         |
| 4               | Caton Crossing #10319                     | 2310-2318 Route 59                 | Joliet, IL 60435             |
| 5               | Chatham Ridge #12007                      | 87th Street and Lafayette          | Chicago, IL 60620            |
| 6               | Crystal Point Center #10325               | 6000 Northwest Highway             | Crystal Lake, IL 60014       |
| 7               | Elmhurst City Centre #10241               | 149 York Road                      | Elmhurst, IL 60126           |
| 8               | Grand Hunt Center #10212                  | 6557 Grand Ave. (Rt. 132)          | Gurnee, IL 60031             |
| 9               | Hawthorne Village Commons #10208          | 220-290 Townline Road (Route 60)   | Vernon Hills, IL 60061       |
| 10              | Hickory Creek #10259                      | 19917-19991 S. LaGrange Rd.        | Frankfort, IL 60423          |
| 11              | Homewood Plaza #10240                     | 17510 S. Halsted                   | Homewood, IL 60430           |
| 12              | Iroquois S.C. #10228                      | 1163 Ogden Ave.                    | Naperville, IL 60540         |
| 13              | Joliet Commons #10263                     | 2601-2811 Plainfield Road          | Joliet, IL 60435             |
| 14              | Joliet Commons Phase II #10264            | Hennepin Drive & US Rte 30         | Joliet, IL 60435             |
| 15              | Lansing Square #10214                     | 17545-17675 S. Torrence Ave.       | Lansing, IL 60438            |
| 16              | Maple Park Place #10215                   | 257-363 N. Weber Rd.               | Bolingbrook, IL 60440        |
| 17              | Mundelein Plaza #10205                    | 1460-92 Townline Rd.               | Mundelein, IL 60060          |
| 18              | Naperwest Plaza #10231                    | 510-618 S. Route #59               | Naperville, IL 60540         |
| 19              | North Aurora Town Center Outlots I #12102 | 1830-1856 Towne Centre Drive       | North Aurora, IL 60542       |
| 20              | North Aurora Town Center Phase II #12103  | I-88 & Orchard Road                | North Aurora, IL 60542       |
| 21              | North Aurora Town Center Phase III #12108 | I-88 & Orchard Road                | North Aurora, IL 60542       |
| 22              | North Aurora Town Center Phase III #12108 | 4716 Illinois Road                 | North Aurora, IL 60542       |
| 23              | Oak Forest Commons #10244                 | 5472-5570 West 159th Street        | Oak Forest, IL 60452         |
| 24              | Oak Forest Commons #10244                 | 15801-15841 S. Central Avenue      | Oak Forest, IL 60452         |
| 25              | Oak Forest Commons III #10245             | 5424-5464 West 159th Street        | Oak Forest, IL 60452         |
| 26              | Oak Lawn Town Center #10283               | 5129-5145 W. 95th St.              | Oak Lawn, IL 60453           |
| 27              | Oliver Square #10235                      | 1935 Neltor (Rte. 64 & 59)         | West Chicago, IL 60185       |
| 28              | Orland Greens #10260                      | 15006-80 LaGrange Rd.              | Orland Park, IL 60462        |
| 29              | Orland Park Retail #10237                 | 7928-36 W. 159th St.               | Orland Park, IL 60462        |
| 30              | Park Center #10270                        | 15910-16090 South Harlem Ave.      | Tinley Park, IL 60477        |
| 31              | Quarry Outlot #10211                      | 9400-9404A Joliet Road             | Hodgkins, IL 60525           |
| 32              | Ravinia Plaza #12019                      | 15150-15260 S. LaGrange Rd.        | Orland Park, IL 60462        |
| 33              | Rivertree Court #10222                    | 701 N. Milwaukee Ave.              | Vernon Hills, IL 60061       |
| 34              | Rose Plaza #10267                         | 7330-7404 West North Avenue        | Elmwood Park, IL 60707       |
| 35              | Salem Square #10207                       | 5555 S. Brainard Ave.              | Countryside, IL 60525        |
| 36              | Savannah Crossing #12101                  | 2902-2986 Kirk Road                | Aurora, IL 60502             |
| 37              | Shoppes at Mill Creek #12003              | 13000-13038 South LaGrange Road    | Palos Park, IL 60464         |
| 38              | Shops at Coopers Grove #10234             | 4044-4112 W. 183rd St.             | Country Club Hills, IL 60477 |
| 39              | Shops at Orchard Place #10316             | 9601-9747 Skokie Blvd.             | Skokie, IL 60077             |
| 40              | Skokie Fashion #10229                     | 9412-9466 Skokie Blvd.             | Skokie, IL 60077             |
| 41              | Skokie Fashion II #10230                  | 9410 Skokie Blvd.                  | Skokie, IL 60077             |
| 42              | Stuarts Crossing #10257                   | 652 Kirk                           | St. Charles, IL 60174        |
| 43              | Two Rivers #10261                         | 1108-1138 Boughton Road            | Bolingbrook, IL 60440        |
| 44              | Verizon Wireless #10219                   | 3330 Mall Loop Dr.                 | Joliet, IL 60435             |
| 45              | Wauconda Crossings #10334                 | 600-604 West Liberty St.           | Wauconda, IL 60084           |
| 46              | Wauconda S.C. #10251                      | 612-620 West Liberty St.           | Wauconda, IL 60084           |
| 47              | West River Crossings #10258               | 2318-3084 Caton Farm Road          | Joliet, IL 60435             |
| 48              | Woodland Heights #10253                   | 115-237 Irving Park Rd.            | Streamwood, IL 60107         |
| <b>INDIANA</b>  |                                           |                                    |                              |
| 1               | Dominick's #10281                         | 1800 165th St.                     | Hammond, IN 46323            |
| 2               | Honey Creek Commons #18001                | 5601-5793 So. US Hwy. 41           | Terre Haute, IN 47802        |
| 3               | Hollywood Video #10271                    | 1738 165th Street                  | Hammond, IN 46320            |
| 4               | University Crossings #10322               | 215-455 East University Blvd.      | Granger, IN 46530            |

**INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.  
SNOW REMOVAL (2009)**

|                  | Property Name                      | Address                                   | City/State                |
|------------------|------------------------------------|-------------------------------------------|---------------------------|
| <b>MINNESOTA</b> |                                    |                                           |                           |
| 1                | Burnsville Crossing #10285         | 14240-14290 Plymouth Ave.                 | Burnsville, MN 55337      |
| 2                | Park Place Plaza #10289            | 1620-1700 Park Place/5600-5800 Cedar Lake | St. Louis Park, MN 55426  |
| 3                | Park Square #10308                 | 8000-8078 Brooklyn Blvd.                  | Brooklyn Park, MN 55445   |
| 4                | Plymouth Collection Center #10272  | 4130 Berkshire Lane                       | Plymouth, MN 55446-3813   |
| 5                | Shakopee Outlot #10315             | 1501 17th Avenue                          | Shakopee, MN 55379        |
| 6                | Shakopee Valley Marketplace #10314 | 1529-1667 17th Avenue                     | Shakopee, MN 55379        |
| 7                | Shannon Square Shoppes #10323      | 3673 Lexington Avenue No.                 | Arden Hills, MN 55126     |
| 8                | Shingle Creek # 10295              | 6000-6100 Shingle Creek Parkway           | Brooklyn Center, MN 55430 |
| 9                | Winnetka Commons #10255            | 3520-3566 Winnetka Avenue North           | New Hope, MN 55427        |
| <b>MISSOURI</b>  |                                    |                                           |                           |
| 1                | Walgreens #10309                   | 9285 Halls Ferry Road                     | Jennings, MO 63136        |
| <b>WISCONSIN</b> |                                    |                                           |                           |
| 1                | Pine Tree Plaza #10298             | 2900 Deerfield Drive                      | Janesville, WI 53546      |

**REFERENCE - ONLY DO NOT SUBMIT**

**INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.**

## SNOW REMOVAL CONTRACT [STANDARD]

CONTRACTOR:

PROPERTY:

TERM: From [NO ENTRY] to [NO ENTRY] ( ) Years  
Dates

This work is to be done in accordance with the following specifications for the term of the contract each November 1 through April 30.

### A. Initial Plow:

The initial plow shall include entrances and drives on property, parking stalls, front and rear entrances to the building, sidewalks (cleaned), fire lanes, and dumpster enclosure entrances.

1. The Contractor will begin plowing at the Property as soon as the snow reaches a height of 1 inch, regardless of the time of day or night or the day of the week.
2. All work shall be completed in a workmanlike manner consistent with customary industry practices, for the contracted amounts specified on the Snow Removal Specifications / Pricing form (Exhibit A).
3. The Contractor may impose additional charges for the following services for which shall be provided whenever there has been a severe winter storm or during mid-day storms while stores are open.

\*See under Additional Charges on Exhibit A.

4. The Contractor shall supply and mechanically spread de-icing rock salt and/or other de-icing materials at Contractor's own discretion on parking lot areas only. If de-icing rock salt is applied on any concrete areas, Contractor will remove at own expense. The Contractor shall supply and spread calcium chloride and/or other de-icing materials that will not harm concrete, on concrete walkways.

**NOTE:** Pre-salting applications are prohibited on parking lot areas or walkways. Contractors will not receive payment for invoices for pre-salting applications.

## REFERENCE - ONLY DO NOT SUBMIT

5. The Contractor agrees that for snowfalls of 1 inches – 6 inches all snow shall be plowed away from the building and pushed to the furthest end of the parking lot. No snow shall be piled up and stacked around light posts, on landscaping islands, or around trees.
6. The Contractor agrees that for snowfalls of 6 inches, and over, all snow shall be plowed away from the building. The Contractor will be permitted to windrow snow to each island or light post, upon request; windrows will be removed at no additional cost. The Contractor will relocate snow that has accumulated during the Term, if such accumulation begins to impair access to the Property entrance, interior roadways or designated parking stalls. The Contractor may impose an additional charge for such service, based upon the hourly rate listed on Exhibit A. Such services will be provided promptly only after request by the Property Manager.

### B. Follow-Up Plows:

1. The Contractor is to return during the day to plow vacant parking stalls, if a majority of the parking stalls are still occupied, the Contractor agrees to return the next day to plow as many stalls as possible and this return trip shall be included in the Initial Plow Price.

### C. Additional Requirements

1. When snow begins to fall with heavy and rapid accumulations shortly before or during business hours, Contractor will begin plowing the snow from the parking lot using the fastest method possible. In some cases this means windrowing snow at islands or even light posts and it is understood that the snow will be removed from such places upon request. Stacking snow onto island may also be necessary, depending upon snowfall accumulation and time limitations. This is an allowed exception to A-5, but the snow must be removed upon request.
2. The Contractor agrees not to create drifts in front of dumpster enclosures, fire lanes, front or rear entrances of building, or on sidewalks, or blocking walkways and agrees to remove said drifts if he creates them at no additional cost. If the Contractor does not remove the drifts in front of the fire lanes and dumpster enclosures, the Contractor agrees to pay any expenses incurred by the owner of the Property for removal of said drifts.
3. The Contractor must complete the Snow Control Sheet attached as Exhibit B for each plowing and salting. To receive payment, the completed Snow Control Sheet(s) must be attached to the invoice. The invoice should be sent to Inland Commercial Property Management, Inc., P.O. Box 9274, Oak Brook, IL 60522-9274 or via Email: [aphelp@inlandrealestate.com](mailto:aphelp@inlandrealestate.com). Invoices will be paid in 45 to 60 days from the date of receipt of the invoice. All invoices for snow removal services not included in the contract must have attached the Service Request(s) and the completed Snow Control Sheet(s). All invoices for the immediate past period of November 1 to April 30 must be received by Inland Commercial Property Management, Inc. no later than May 15 of the year of service.

**REFERENCE - ONLY DO NOT SUBMIT**

4. The Contractor must carry liability insurance coverage in the amounts acceptable to Inland Commercial Property Management, Inc (ICPM). The policy shall provide primary coverage and include ICPM along with the legal and beneficial owners of the subject property as additional insureds for any incident or injury alleged to have occurred on the property as a result of an accumulation of ice or snow being improperly removed, de-iced or salted, plowed or shoveled or as a result of the Contractor not removing snow or ice in accordance with the terms of this agreement. Contractor shall provide ICPM with a current Certificate of Insurance (see Exhibit C INSURANCE REQUIREMENTS) evidencing such coverages.
5. The Contractor agrees to indemnify and hold harmless Inland Commercial Property Management, Inc. for any claim of liability resulting from the Contractor performing his snow plowing responsibilities.
6. This agreement may be canceled by Inland Commercial Property Management, Inc. by sending written notice to Contractor by certified mail or overnight delivery service. The effective date of such cancellation shall be three (3) days following the date such notice is deposited in the mail, or if notice is delivered by an overnight delivery service, then one day following the day such notice is deposited with such service.
7. The Contractor agrees to contact the Property Manager if for some reason the entire Property cannot be completely plowed within four (4) hours after snow has stopped falling.
8. This contract is not assignable by the Contractor.
17. The Contractor agrees to complete the Snow Control Sheet attached as Exhibit B for each plowing and/or salting. To receive payment, this sheet must be attached to the invoice.
18. The Contractor agrees to provide to the Property Manager all after hours telephone numbers.

## REFERENCE - ONLY DO NOT SUBMIT

### VENDOR ETHICS POLICY:

Inland Property Management Corp. has a very strict policy which forbids and prohibits the solicitation, offering or acceptance of any gifts, gratuities or any form of "pay off" or facilitation fee as a condition of doing business with Inland; as a form of gratitude, or as an attempt to gain favor or accept merchandise or services at a lesser degree than what was agreed. Inland believes in delivering and receiving only the total quantity/service agreed.

Any vendor who violates this policy by offering or accepting any form of gift or gratuity to/from any employee or affiliate of Inland Property Management will be subject to all loss of existing and future business, regardless of whether the gift or gratuity was accepted. In addition, a vendor who violates this policy will be reported to the appropriate governmental authorities of the supplier's respective and affiliated jurisdictions.

Failure to report such information will result in severe action against vendor including but not limited to termination of all existing and future business relationships and monetary damages.

As an officer of [NO ENTRY], a vendor of Inland Property Management Corp., I have read the principles and terms described in this document and understand my company's business relationship with Inland is based upon said company being in full compliance with these principles and terms. I further understand that failure to abide by any of the terms and conditions stated herein may result in the immediate cancellation by Inland of all outstanding service orders and refusal by Inland to continue to do business in any manner with my company. I am signing this statement, as a corporate representative of [NO ENTRY] to acknowledge, accept and agree to abide by the standards, terms and conditions set forth in this Vendor Ethics Policy between my company and Inland. I hereby affirm that all actions, legal and corporate, to make this Agreement binding and enforceable have been completed.

INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.  
(As agent for owner)

BY: \_\_\_\_\_

DATE : \_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**REFERENCE - ONLY DO NOT SUBMIT**

**Exhibit "A"**

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

TERM: From \_\_\_\_\_ to \_\_\_\_\_ ( ) Years

**Initial Plow/Removal:**

Plow Price: 1" – 4": \$ \_\_\_\_\_

4" – 8": \$ \_\_\_\_\_

Walkways: 1" – 4": \$ \_\_\_\_\_

4" – 8": \$ \_\_\_\_\_

De-icing/Snow Melt: \$ \_\_\_\_\_

Rock Salt: (per application, with mechanical spreader): \$ \_\_\_\_\_

Magnesium Chloride: (per application, with mechanical spreader): \$ \_\_\_\_\_

Calcium Chloride: (per application): \$ \_\_\_\_\_

Other \_\_\_\_\_ (per application): \$ \_\_\_\_\_

**Additional Equipment and Services Rates:**

Wheel loader with 3 yard bucket (min) per hour: \$ \_\_\_\_\_

Bobcat (or equivalent) per hour: \$ \_\_\_\_\_

Dump truck 6 yard (min) per hour: \$ \_\_\_\_\_

Semi-dump truck 21 yard (min) per hour: \$ \_\_\_\_\_

Pick-up truck with plow per hour: \$ \_\_\_\_\_

Labor Rate (shoveling & de-icing) per hour \$ \_\_\_\_\_

**REFERENCE - ONLY DO NOT SUBMIT**

**Exhibit "B"**

**SNOW CONTROL SHEET**

**Shopping Center:** \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Date: \_\_\_\_\_

Wind Velocity: \_\_\_\_\_

Driver: \_\_\_\_\_

Wind Direction: \_\_\_\_\_

Time In: \_\_\_\_\_

Temperature: \_\_\_\_\_

Time Out: \_\_\_\_\_

Amount of Snowfall: \_\_\_\_\_

Total Time: \_\_\_\_\_

Salt Used: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Contractor

Date: \_\_\_\_\_

**A SNOW CONTROL SHEET MUST BE COMPLETED FOR EACH PLOWING AND  
SALTING AS A SUPPORTING DOCUMENT FOR PAYMENT [ONE INVOICE PER  
SNOW CONTROL SHEET].**

EMAILED OR MAILED TO ACCOUNTS PAYABLE:  
INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.  
P.O. BOX 9274  
OAK BROOK, IL 60522-9274  
or Email: [aphelp@inlandrealestate.com](mailto:aphelp@inlandrealestate.com)

**THIS MUST BE ATTACHED TO THE APPROPRIATE INVOICE**

## REFERENCE - ONLY DO NOT SUBMIT

### EXHIBIT C

#### INSURANCE REQUIREMENTS

The **Contractor** agrees to procure and maintain at all times during the term of this Agreement the types of insurance specified below in order to protect INLAND COMMERCIAL PROPERTY MANAGEMENT, INC., as managing agent and owner of the property, from the acts, errors and omissions of the selected respondent, its officers, officials, subcontractors, joint venture, partners, agents or employees. The insurance carriers used by the **Contractor** must be authorized to conduct business in the State of [NO ENTRY] and shall have a BEST Rating of not less than an "A". **The insurance provided shall cover all operations under the Agreement, whether performed by the Contractor or by its subcontractors.**

The premium costs associated with all insurance requirements shall not be Development costs unless otherwise noted.

#### A. Required Insurance Coverages:

1. Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of [NO ENTRY] along with Employer's Liability in an amount of not less than One Million Dollars (\$1,000,000).
2. Commercial/General Liability Insurance written on an occurrence form (**Primary**) and Umbrella Liability (**Excess**)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000) during all terms of the contract. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to **Contractor's** agents' subcontractors, invitees and guests and their personal property. Inland Commercial Property Management, Inc., and (**add legal entity**) of the property where service is to be performed are to be endorsed as an additional insured on the **Contractor's** policy **and** such insurance will be endorsed as primary and non-contributory with any other insurance available to INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. and the property owner. The general aggregate limit must be applied on a per project basis.

#### 3. Automobile Liability Insurance

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the **Contractor** shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage.

Umbrella Liability coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

## REFERENCE - ONLY DO NOT SUBMIT

### B. Related Requirements

The **Contractor** shall advise all insurers of the contract provisions regarding insurance. The failure of the **Contractor** to notify insurers of the contract provisions shall not relieve **Contractor** from its insurance obligations under this contract. Nonfulfillment of the insurance provisions shall constitute a breach of the contract and INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. retains the right to stop work until proper evidence of insurance is provided.

The **Contractor** original Certificates of Insurance evidencing the required coverage's to be in force on the Effective Date of this Agreement. In addition, copies of the endorsement(s) adding the following additional insured language, INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. AND **(ADD LEGAL ENTITY NAME HERE)** ARE ENDORSED AS ADDITIONAL INSURED ON LIABILITY POLICIES AND SUCH INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AVAILABLE TO OWNER AND PROPERTY MANAGER **is required.**

The required documentation must be received prior to **Contractor** commencing work at the designated INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. location. No **Contractor** or its authorized representatives are to commence work for INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. prior to full compliance with this agreement and notification from INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. to proceed.

Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. prior to expiration of insurance coverage. At INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.'S option, non-compliance will result in one or more of the following actions: (1) INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. will purchase insurance on behalf of Contractor and will charge back all costs to Contractor; (2) Contractor will be immediately removed from INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. property and contract revoked; (3) all payments due Contractor will be held until Contractor has complied with the contract; or (4) Contractor will be assessed Five Hundred Dollars (\$500) for every day of non-compliance. The receipt of any certificate does not constitute agreement by INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for thirty (30) days written notice to be given to INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. in the event coverage is substantially changed, canceled, non-renewal or non-renewed.

## REFERENCE - ONLY DO NOT SUBMIT

If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The **Contractor** shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by **Contractor**. **When requested, The Contractor shall provide to INLAND COMMERCIAL PROPERTY MANAGEMENT, INC., a certified copy of the insurance policies obtained pursuant hereto.** It is further agreed that the **Contractor** shall provide INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. a thirty (30) days notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non renewal.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Contractors.

The **Contractor** shall require all subcontractors to carry the insurance required herein or the **Contractor** may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above. Evidence of such coverage must be submitted to INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.

The **Contractor** expressly understands and agrees that any insurance or self insurance programs maintained by INLAND COMMERCIAL PROPERTY MANAGEMENT, INC. shall apply in excess of and will not contribute with insurance provided by the **Contractor** under this Agreement.

**REFERENCE - ONLY DO NOT SUBMIT**

**EXHIBIT "D"**

**(Site Plan)**

**REFERENCE - ONLY DO NOT SUBMIT**

**CONTRACTOR / VENDOR CONSENT**

We hereby authorize Inland Commercial Property Management, Inc. to make whatever credit inquiries they may deem necessary in connection with this requested work. This information would only be utilized if corporate information is not available through normal inquiry procedures. Please sign below and return to the Sender's attention.

Vendor's Approval:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Date

**REFERENCE - ONLY DO NOT SUBMIT**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------|--|----|--|--------------------------------|--|
| Form <b>W-9</b><br>(Rev. October 2007)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Request for Taxpayer<br/>Identification Number and Certification</b>                                                                                                                                                                                                                                                                                                                            | Give form to the requester. Do not send to the IRS. |                        |  |    |  |                                |  |
| Print or type<br>See specific instructions on page 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Name (as shown on your income tax return)                                                                                                                                                                                                                                                                                                                                                          |                                                     |                        |  |    |  |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Business name, if different from above                                                                                                                                                                                                                                                                                                                                                             |                                                     |                        |  |    |  |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Check appropriate box: <input type="checkbox"/> Individual sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ |                                                     |                        |  |    |  |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Address (number, street, and apt. or suite no.)                                                                                                                                                                                                                                                                                                                                                    | Requester's name and address (optional)             |                        |  |    |  |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                          |                                                     |                        |  |    |  |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                             |                                                     |                        |  |    |  |                                |  |
| <b>Part I Taxpayer Identification Number (TIN)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.<br>Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Social security number</td> <td style="width: 40%;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td>Employer identification number</td> <td></td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     | Social security number |  | or |  | Employer identification number |  |
| Social security number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| Employer identification number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| <b>Part II Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| Under penalties of perjury, I certify that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and<br>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and<br>3. I am a U.S. citizen or other U.S. person (defined below).                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.            |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| Sign Here                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Signature of U.S. person ▶                                                                                                                                                                                                                                                                                                                                                                         | Date ▶                                              |                        |  |    |  |                                |  |
| <b>General Instructions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| Section references are to the Internal Revenue Code unless otherwise noted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| <b>Purpose of Form</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),<br>2. Certify that you are not subject to backup withholding, or<br>3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| <b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are: <ul style="list-style-type: none"> <li>• An individual who is a U.S. citizen or U.S. resident alien,</li> <li>• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> <li>• An estate (other than a foreign estate), or</li> <li>• A domestic trust (as defined in Regulations section 301.7701-7).</li> </ul>                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| <b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |
| The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: <ul style="list-style-type: none"> <li>• The U.S. owner of a disregarded entity and not the entity.</li> </ul>                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                        |  |    |  |                                |  |

Cat. No. 10231X

Form W-9 (Rev. 10-2007)