

VILLAGE OF ROSELLE
RE-ROOFING SALT STORAGE DOME SPECIFICATIONS

1. STATEMENT OF WORK

- A. In submitting this bid, the bidder declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with another person, firm, or corporation.
- B. The bidder further declares that he or she has carefully examined the bid document; and that he or she has inspected, in detail, the site of the proposed work and waives all right to plead any misunderstanding regarding the same.
- C. The bidder further understands and agrees that if this proposal is accepted, they are to furnish and provide all labor, materials, tools and equipment necessary as specified in this agreement.
- D. The bidder further agrees to execute a contract prior to the work beginning.
- E. The bidder further agrees that the Village may at any time during the progress of work covered by this agreement; order other work, and that all such work and materials shall be performed as extra work at a cost mutually agreed upon in advance of such work.

2. VILLAGE CONTACT PERSON: All questions regarding this Invitation for bids shall be submitted via email no later than 3PM, May 19, 2017 to:

Victor Ramirez
Interim Public Works Director
vramirez@roselle.il.us

- A. Upon receipt of the question(s), responses will be in an Addendum format and sent via email to all bidders that picked up plans, as well as posted to the Village's website at www.roselle.il.us/bids by 3:00 PM, May 22, 2017.
- B. Bidders are reminded that copies of all Addendums that are issued as part of the Invitation for bids are to be initialed by the proper person and submitted as part of the delivery of the bid package.

3. BACKGROUND: The Village salt storage dome roof is in need of repair. It is an asphalt shingled roof consisting of diamond shape pre-shingled sections. The dome is 51 feet in diameter at the base and approximately 20 feet tall

4. GENERAL SCOPE OF WORK: The bidder shall provide all labor, supervision, materials, supplies, and equipment to remove the existing shingles, remove existing underlayment, install new underlayment, install new shingles, and install aluminum ice shield. All work shall be in conformance with the Village of Roselle Building Code. Additional information is as follows:

- A. Remove 1 layer of existing shingle roofing and felt underlayment, ice and water shield to remain.
- B. Replace damaged decking.
- C. Provide and install **Certainteed Winter Guard**, or approval equal ice and water shield per the following:
1 - 36" course along eaves and valley.
- D. Provide and install 1 layer **Certainteed** or approved equal of Synthetic roofing underlayment.
- E. Provide and install **Certainteed SureStart** or approved equal seal tab starter course on eaves.
- F. Provide and install **Certainteed Landmark** or approved equal, 40 years warranted laminated shingles.
- G. Shingles to be installed with **6 nails** per shingle or approved equal, per the manufacturers steep slope recommendations.
- H. Provide and install **Certainteed Shadow** or approved equal ridge cap shingle.
- I. Provide and install new pre-finished IR65 roof vents.
- J. Provide and install fully adhered EPDM over ½" recovery board on low slope area.
- K. Magnetically sweep work area for loose nails.

- L. Clean up and haul away all roofing debris.
- M. Provide 5-year workmanship warranty.
- N. Provide Certified payroll with 2015 Bacon-Davis wages.
- O. OSHA 100% fall protection safety requirements will followed.
- P. Provide plywood and tarp to protect building and grounds.
- Q. Provide safety flags around all dumpsters, ladders and work area.

5. **BASIS OF AWARD:** Final selection of the contractor is subject to approval by the Corporate Authorities of the Village and an agreement shall be awarded to the lowest, responsible, and responsive bidder.
6. **EXAMINATION OF SITE:** Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed and required under this agreement. The contractor to whom an agreement is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the contractor did not inform himself prior to bidding.
7. **SUBLETTING AGREEMENT:** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement or his right, title, or interest therein, or his power to execute such agreement, to any other person, firm, or corporation, without the previous written consent from the Village Administrator or his designee; but in no case shall consent relieve the contractor from his obligations or change the terms of the agreement.
8. **BILLING & PAYMENT:** Payment terms shall be in accordance with the Local Government Prompt Payment Act (50 ILCS 505/), after receipt by the Village of the invoice. Federal Excise Tax and Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the Village of Roselle. Bid price submittals shall reflect the Village not paying applicable taxes.
9. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY:** Any damage of public or private property caused by the contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The contractor shall inform the Village of any damage caused by the contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon, or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the contractor such cost as may be reasonable and related to damaged caused by the contractor and deduct these costs from any payment due the contractor.
10. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act, Illinois Department of Labor, Department of Transportation, Worker's Compensation Law, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Bidder shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).
11. **INSURANCE:** Contractor shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractor. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois. The contractor shall be responsible for payment of all policy deductibles. Contractor shall maintain limits no less than the following:
 - i. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
 - ii. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.

- iii. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - iv. An Umbrella Insurance Policy in an amount not less than \$1,000,000 per occurrence.
- A. The contractor shall cause the Village, its officials, agents, employees and volunteers to be covered as additional insured's as respects: liability arising out of the contractor's work, including activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
 - B. The contractor's insurance coverage shall be primary as respects to the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess bidder's insurance and shall not contribute with it.
 - C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
 - D. Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insured, and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - E. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.
 - F. The contractor shall assume liability for all injury to or death of any person or persons including employees of the bidder, any sub-contractor, any supplier or any other person and assumes liability for all bodily injury and property damage sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

24. INDEPENDENT CONTRACTOR: Contractor acknowledges that it is an independent contractor and that none of its employees, agents, subcontractors, or assigns are employees or agents of the Village. Contractor shall make all unemployment, social security, and other payroll taxes required by law or union contract. The Contractor shall make no representation that it is an employee of the Village for any purpose.

25. INDEMNITY/HOLD HARMLESS: To the fullest extent permitted by law, the contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this Agreement by the contractor, its employees, or subcontractor, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any insurance policies required by this Agreement, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

BID PROPOSAL FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: President and Board of Trustees
Village of Roselle
31 South Prospect Street
Roselle, Illinois 60172
(Hereinafter called Owner)

From: _____
Company

Address

City State Zip Code

() _____
Telephone

() _____
FAX

E-MAIL

Total Amount of Bid Lump Sum: _____

Replace damaged Decking: \$ _____ **bid per square foot.**

Exceptions or Deviations: _____

The undersigned hereby acknowledges having received a full set of the Specifications and Contract Documents and Addenda Nos. _____ (None unless indicated).

DATE OF BID _____

NAME OF COMPANY _____

BIDDER NAME _____
(Printed Authorized Name) (Authorized Signature)

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____ EMAIL _____

AGREEMENT: The bidder, in submitting this proposal, affirms to have read and hereby agrees to comply with all provisions and requirements of the specifications and agreement documents attached hereto. This proposal shall remain in force and effect for a 90 day period from the date that bids are due.

References:

List below the name, address, phone number, and a name of a contact for at least three customers/clients, preferably municipalities or other government/public agencies with which it currently holds a similar contract for a minimum period of one (1) year:

1) Customer/Client _____

Address: _____

Contact Person: _____ Phone: _____

Scope of Work: _____

2) Customer/Client: _____

Address: _____

Contact Person: _____ Phone: _____

Scope of Work: _____

3) Customer/Client: _____

Address: _____

Contact Person: _____ Phone: _____

Scope of Work: _____

BID SECURITY FORM
(SAMPLE FORM)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal,
and _____ as Surety,
are hereby held and firmly bound unto _____ as
Owner in the penal sum of _____ for the
payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed this; _____ day of _____, 20 _____

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

Principal

Surety

By: _____

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND FORM

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

OWNER:

CONSTRUCTION CONTRACT:

Date:

Amount:

Description:

BOND:

Date:

Amount:

CONTRACTOR AS PRINCIPAL:

Company: _____ (Corp. Seal)

SURETY

Company _____ (Corp. Seal)

Signature: _____

Signature: _____

PERFORMANCE BOND FORM

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract"
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions of failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY --- NAME, ADDRESS AND TELEPHONE) AGENT OR BROKER:	OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

PAYMENT BOND FORM

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

OWNER:

CONSTRUCTION CONTRACT:

Date:

Amount:

Description:

BOND:

Date:

Amount:

CONTRACTOR AS PRINCIPAL:

Company: _____ (Corp. Seal)

SURETY

Company _____ (Corp. Seal)

Signature: _____

Signature: _____

PAYMENT BOND FORM

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. RESERVED

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the

Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitations in the terms, "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete with the other terms thereof.

FOR INFORMATION ONLY --- NAME, ADDRESS AND TELEPHONE)	
AGENT OR BROKER:	OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

MAINTENANCE BOND FORM
(SAMPLE FORM)

MAINTENANCE/WARRANTY BOND

Know ALL MEN BY THESE PRESENTS. That we _____
as Principal, and _____, as
Surety, are held and firmly bound unto _____, State of Illinois
as Oblige, in the penal sum of _____
(\$_____) to which payment well and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors, and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the
_____, State of Illinois _____
dated _____ for _____

WHEREAS, said Contract provides that the Principal will furnish a Bond conditioned to
guarantee for the period of _____ year(s) after approval of the final payment on
said job, by the Owner, against all defects in workmanship and materials which may become
apparent during said period, and

WHEREAS, the said Contract has been completed, and was approved on the
_____ day of _____ 20____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the
Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any
defective materials or workmanship which becomes apparent during the period of
_____ year(s) from and after _____ then
this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED, AND DATED

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)
Principal(s)

Surety Name

by _____
_____, Attorney-in-Fact

MAINTENANCE BOND FORM

CERTIFICATE 00 62 07

SUBSTANCE ABUSE PREVENTION PROGRAM

The undersigned, upon being first duly sworn, hereby certifies to the (Owner) _____, that _____ (Contractor) has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

By: _____
(Name of Contractor)

(Title)

Subscribed and sworn to before me
this _____ day of _____, 20__.

My Commission Expires:

Notary Public

SEAL

CERTIFICATE 00 62 08

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor complies with the provisions of the Employment of Illinois Workers on Public Works Act as they may apply to this Project.

Dated this _____ day of _____, 20____,

Attest/Witness

By: _____

By: _____

Title: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 20____.

My Commission Expires:

Notary Public

SEAL

**CERTIFICATE 00 62 16
CERTIFICATE OF INSURANCE
(SAMPLE FORM)**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CORRECT NAME	
	PHONE (A/C, No. Ext.)	FAX (A/C, No.)
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: (Type in Full Name, Carrier Co.)	NAIC #
	INSURER B: Shall have minimum rating of A-VIII	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. ~~LIMITS SHOWN MAY HAVE BEEN REDUCED BY THIS CERTIFICATE.~~

REF. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER OCC. <input type="checkbox"/> LOC.					EACH OCCURRENCE \$ 1,000,000 (MIL.) DAMAGES TO RENTED PREMISES (Per occurrence) \$ MED EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP ADD \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					OWNERS BRILLIANT LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE COB. REPORTING					EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY INSURER OR PARTICIPATING INSURERS OFFICERS/OWNERS EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input checked="" type="checkbox"/> WC STATE TORT LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYED \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

SAMPLE

SAMPLE

Property Insurance - Minimum amount - Initial Contract Price

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Project Name and Name of Additional Insureds)

CERTIFICATE HOLDER (Owner's Name) (Engineer's Name) (Other Additional Insured's Name)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CERTIFICATE 00 62 16.13
ADDITIONAL INSUREDS
(SAMPLE FORM)

POLICY NUMBER: (_____)

COMMERCIAL GENERAL
LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modified insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

(OWNER)

(Others as required by the Contract Documents)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Authorized Representative

This ___ day of _____, 20__

CERTIFICATE 00 62 16.16
ADDITIONAL INSUREDS
(SAMPLE FORM)

POLICY NUMBER () PROPERTY INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modified insurance provided under the following:

PROPERTY INSURANCE

SCHEDULE

Name of Person or Organizations:

(OWNER)

(Others as required by the Contract Documents)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Authorized Representative

This ___ day of _____, 20__

CERTIFICATE 00 62 16.19
ADDITIONAL INSUREDS
(SAMPLE FORM)

POLICY NUMBER (_____)

COMPLETED OPERATIONS

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modified insurance provided under the following:

COMPLETED OPERATIONS LIABILITY COVERAGE

SCHEDULE

Name of Person or Organizations:

(OWNER)

(Others as required by the Contract Documents)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Authorized Representative

This ___ day of _____, 20__

CERTIFICATE 00 62 16.21
ADDITIONAL INSUREDS
(SAMPLE FORM)

POLICY NUMBER (_____)

EXCESS/UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modified insurance provided under the following:

EXCESS/UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

(OWNER)

(Others as required by the Contract Documents)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Authorized Representative

This ___ day of _____, 20__

}

00 62 76.02
PARTIAL WAIVER OF LIEN
(SAMPLE FORM)

STATE OF ILLINOIS
COUNTY OF

SS

Gty# _____

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____

for the premises known as _____

of which _____ is the owner.

THE undersigned, for and in consideration of _____

_____ (\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged do(es) hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Illinois, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished to this date by the undersigned for the above described premises.

Given under _____ hand _____ and seal _____ This _____ day of _____ 20 _____

SEAL

SEAL

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

}

00 62 76.03
 CONTRACTOR'S AFFIDAVIT
 (SAMPLE FORM)

STATE OF ILLINOIS
 COUNTY OF _____ SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
 _____ of the _____
 who is the Contractor for the _____ work on the
 being located at _____
 owned by _____. That the
 total amount of the Contract including extras is \$ _____ on which he has received payment of
 \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered
 unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the
 following are the names of all parties who have furnished material or labor, or both, for said work and all parties
 having contracts or sub-contracts for specific portions of said work or for material entering into the construction
 thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
 required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	BALANCE DUE
TOTAL LABOR AND MATERIAL TO COMPLETE				

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

Signed _____ this day of _____, 20____

}

00 62 76.04
FINAL WAIVER OF LIEN
(SAMPLE FORM)

STATE OF ILLINOIS
COUNTY OF

SS

Gty # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____

of which _____ is the owner.

THE undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable considerations, the receipt
whereof is hereby acknowledged do(es) hereby waive and release any and all lien or claim or right of lien under
the Statutes of the State of Illinois, relating to Mechanic's liens, on the above described premises and
improvements thereon, and on the monies or other considerations due or to become from the owner, on
account of labor or services, material, fixtures or apparatus heretofore furnished to this date by the undersigned
for the above described premises.

Given under _____ day of _____, 20____, hand _____ and seal _____ this

SEAL

SEAL

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

FINAL WAIVER OF LIEN

Sample Form - Do Not Change

00 62 76.13
SALES TAX FORM



Illinois Department of Revenue
Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, Illinois 62702
217 782-8881

COPY

July 14, 2000

Effective January 1, 2000, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law. Your organization is not, however, exempt from Illinois Hotel Operators' Occupation Tax, Electricity Excise Tax, Electricity Distribution Tax, and Telecommunications Excise Tax.

We have issued the following new tax exemption identification number:

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
Illinois Department of Revenue

**NOTE: CONTRACTOR TO RECEIVE A COPY OF OWNER'S
LETTER AS PART OF PROJECT CONTRACT DOCUMENTS**

STS-70 (R-2/98)
IL-492-3524
11-000011

CONTRACT FOR

CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, [*this paragraph should list generally what the issue is that requires contractor work*]; and

WHEREAS, the Village has determined that it is reasonable, necessary and desirable to obtain the services of a contractor to complete the project; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Contractor shall perform the services described in its proposal dated _____, 2017, which is attached hereto and incorporated herein as Exhibit A. Contractor represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other contractors under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A, this Agreement shall control.

2. Compensation. The total amount to be paid Contractor for the services under this Contract and expenses incurred in connection therewith is \$_____. Contractor shall submit its payment requests, and the Village shall pay contractor in accordance with the Local Government Prompt Payment Act.

3. Additional Services. Contractor shall perform only those services specified herein. In the event Contractor or the Village determines that additional services are required to complete the

project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.

4. Hold Harmless and Indemnification. Contractor shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Contractor in performing the services provided for in this Contract or the negligent acts, errors, omissions or intentional acts or omissions of any agent, subcontractor or contractor hired to perform any service on behalf of Contractor. The obligation on the part of the Contractor to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

5. Insurance. Unless otherwise authorized in writing by the Village Administrator, Contractor and each of its agents, subcontractors and contractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Contractor and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Contractor against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability

shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Contractor's owned, non-owned and leased vehicles which protects Contractor against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

6. Evidence of Insurance. Contractor shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Contractor shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

7. Compliance with Laws. Contractor shall comply with all applicable federal, state and local Laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or

hereafter enacted in the performance of the service required under this contract. This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

8. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Contractor of the services in this Contract.

9. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within forty eight (48) business hours the Village administrator may terminate this Agreement. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective.

10. Recovery of Cost. In the event the Village is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.

11. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Contractor in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Contractor in any manner on other projects or distributed to third parties without the prior written consent of the Village. In addition, any information provided by the Village to Contractor in connection with Contractor's performance of the services provided for herein and all information associated with Contractor's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

12. FOIA. Contractor agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et/ seq.) (hereinafter, "FOIA") request within five business days after Village issues notice of such request to the Contractor. Contractor agrees to not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request except it may request and shall be paid fees authorized by the FOIA. Contractor agrees to defend, indemnify and hold harmless Village and agrees to pay all reasonable costs connected therewith (including but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for Village to defend any and all causes of action, disputes, prosecutions, or conflicts arising from Contractor's failure to furnish all documentation related to a request within five days after the Village issues notice of request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all cost connected therewith (such as

reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to Village.

13. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

14. Exclusive jurisdiction for any disputes under this Agreement shall be in the 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the ____ day of _____, 2017.

VILLAGE OF ROSELLE
ADMINISTRATOR'S OFFICE
31 S. PROSPECT ST.
ROSELLE, IL 60172

CONTRACTOR NAME
ADDRESS
ADDRESS 2
CITY, STATE, ZIP

BY: _____

BY: _____

Mayor

Owner/President

ATTEST: _____

ATTEST: _____