

**VILLAGE OF CHATHAM  
CONTRACT WITH CONNOR PROPERTIES, LLC  
FOR OUTLET INSTALLATION AT THE LIBRARY**

**THIS AGREEMENT**, dated this 18 day of November, 2015, is between the Village of Chatham (hereinafter "VILLAGE") and CONNOR PROPERTIES, LLC (hereinafter "CONNOR PROPERTIES").

**WHEREAS**, the Village owns property known as the Train Depot at 100 N. State Street in the Village (hereinafter "Train Depot") that is operated as a Railroad Museum; and

**WHEREAS**, the Train Depot is in need of substantial repairs, including a new roof and chimney tuck pointing; and

**WHEREAS**, CONNOR PROPERTIES has volunteered to serve as the general contractor to perform certain repairs, including replacing the roof and providing the chimney tuck pointing, at no cost to the Village; and

**WHEREAS**, other local companies have agreed to provide the majority of the supplies necessary for the work, including the shingles, at no cost to the Village; and

**WHEREAS**, the Village Board desires to enter into this Contract with CONNOR PROPERTIES to set forth the terms and conditions of the work to be performed and to authorize said work on the Train Depot.

**NOW THEREFORE**, the parties agree as follows:

**Section 1. Recitals.** The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

**Section 2. Description of Services.** CONNOR PROPERTIES shall serve as the general contractor for the roof repair and tuck pointing at the Train Depot. This work shall include removing the current roof and replacing it with shingles as approved by the Village. CONNOR PROPERTIES will work with another subcontractor, Jamie Boggs, who will provide the necessary chimney tuck pointing at no cost to the Village. In performance of this work, the Village shall only be responsible for separately paying for drip edge, black paper and nails. In addition, the Village shall be responsible for separately paying for a 20-yard dumpster from Allied Waste at a cost of \$150.00.

**Section 3. Payment.** CONNOR PROPERTIES is providing the services and work outlined in Section 2 at no cost to the Village. This work is being performed on a volunteer basis and accordingly the Village shall have no obligation to pay CONNOR PROPERTIES for the work performed. Upon completion and request by CONNOR PROPERTIES, the Village shall provide documentation showing the work was performed by CONNOR PROPERTIES for any IRS related purposes.

**Section 4. Prevailing Wage.** All work being done under this Contract shall be performed by volunteers with no remuneration to any individual or company performing the work. Based on the assurances by CONNOR PROPERTIES that the services and work being

performed under this contract are being donated and all will be performed on a volunteer basis, and no public funds shall be used with the project, the provisions of the Prevailing Wage Act shall not apply. Otherwise, CONNOR PROPERTIES shall be required to comply with the provisions of the Prevailing Wage Act.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. For purposes of this Contract, any disruption in service caused or created by CONNOR PROPERTIES's failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within CONNOR PROPERTIES'S control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

**Section 6. Indemnification.** To the fullest extent permitted by law, CONNOR PROPERTIES shall indemnify and hold harmless VILLAGE, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONNOR PROPERTIES's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the VILLAGE or the VILLAGE's agents, servants or independent contractors who are directly responsible to VILLAGE. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the VILLAGE or VILLAGE's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

**Section 7. General Liability Insurance.** CONNOR PROPERTIES shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to VILLAGE and VILLAGE shall be named as an additional insured under the policy.

**Section 8. Representations of Vendor.** CONNOR PROPERTIES hereby represents it is legally able to perform the work.

**Section 9. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 10. Compliance with Laws.** CONNOR PROPERTIES and all work performed under this Contract by CONNOR PROPERTIES shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 11. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 12. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.



**Section 13. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 14 Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

**VILLAGE OF CHATHAM**

By: \_\_\_\_\_  
Its Village Manager

**CONNOR PROPERTIES, LLC**

By:  \_\_\_\_\_  
Its \_\_\_\_\_