



CONTRACT FOR: SHAREPOINT IMPLEMENTATION SERVICES

THIS AGREEMENT, made and concluded this ____ day of _____, 202__, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as "Village") and _____ an _____ (hereinafter referred to as "Contractor") for _____.

WHEREAS, the Village advertised for bids for SHAREPOINT IMPLEMENTATION services (hereinafter "(Services)") and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" ("Bid Specifications"); and **WHEREAS**, Contractor submitted a bid for the Services in the amount of **<written amount>** (\$_____) Dollars in response to the request for bids advertised by the Village, a copy of which Bid is attached hereto and incorporated herein by reference as Exhibit "B" (the "Bid"); and

WHEREAS, the Contractor's bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on <date>.

NOW THEREFORE, in consideration of <written amount of total contract price> (\$_____) Dollars to be paid by the Village to the Contractor as follows _____, the parties hereto agree and covenant as follows:



1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and the Bid and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.
3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.
4. If there is any conflict between the Bid Specifications and the Bid, the Bid Specifications shall control.
5. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.
6. If required pursuant to Village ordinance or the Bid Specifications, the Contractor shall supply a payment and performance bond and surety in form acceptable to the Village before performing the Services.
7. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against and claims or liabilities arising from a failure to comply.



8. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

9. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

10. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

11. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

12. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of North Aurora

By: Mark Gaffino, Village President

[Contractor]



By: [Name, Office]