

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is hereby made and entered into this 6 day of May, 2024, by and between Village of North Aurora, IL, hereafter called Owner, and TRI-R Systems Incorporated, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work for:

VONA-SCADA-Upgrade-SOQ-RFP-2024 per attached quotation.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$ 636,500.00, in the following manner:

Per attached schedule of values with monthly pay requests

3. The Contractor agrees that the various portions of the above-described work shall be completed on or before the following dates:

356 days

and the entire above-described work shall be completed no later than the 1st day of May, 2025.

4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing,

and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.

8. The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

9. The Contractor agrees to maintain full insurance on the above-described work during the progress of the work, in his own name and that of the Owner.

10. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

11. The Contractor agrees to obtain insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

12. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

13. This agreement shall be interpreted under laws of the State of Illinois.

14. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

TRI-R Systems Incorporated
Contractor

By: *Yunell C. Smith*

Dated: 5-20-2024

Corporate Seal:

Village of North Aurora, IL
Owner

By: *[Signature]*

Dated: 5-9-24

Corporate Seal:

